LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

January 28, 2025

BOARD OF SUPERVISORS

SPECIAL MEETING AGENDA

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Lake Flores Community Development District

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

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

January 21, 2025

Board of Supervisors
Lake Flores Community Development District

Dear Board Members:

The Board of Supervisors of the Lake Flores Community Development District will hold a Special Meeting on January 28, 2025 at 11:00 a.m., at 8116 Cortez Road W., Bradenton, Florida 34210. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

3. Administration of Oath of Office to Elected Supervisors [Reginald Tisdale - Seat 3, Krystal Parsons - Seat 4, Walter Preston - Seat 5] *(the following will be provided in a separate package)*
   A. Required Ethics Training and Disclosure Filing
      - Sample Form 1 2023/Instructions
   B. Membership, Obligations and Responsibilities
   C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
   D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers

4. Consideration of Resolution 2025-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

5. Acceptance of Resignation of David Brasher [Seat 2]

6. Consider Appointment to Fill Unexpired Term of Seat 2; *Term Expires November 2026*
   - Administration of Oath of Office to Elected Supervisor

7. Consideration of Resolution 2025-02, Electing and Removing Officers of the District and Providing for an Effective Date

8. Consideration of E.T. Mackenzie Change Orders
    A. #7 PH I-B [Increase Scope of Work by Adding PH IB-2]
    B. #8 PH I-B [Increase Scope of Work by Adding 12 ft Farmer Access Road and Reroute Ditches]
    C. #9 PH I-B [Increase Scope of Work by Removal of RC Water Pump Pipe]
    D. #10 PH I-B [Increase Scope of Work by Adding Sidewalk on Thoroughfare]
9. Presentation of Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank
    A. Consideration of Resolution 2025-03, Hereby Accepting the Audited Annual Financial Report for the Fiscal Year Ended September 30, 2023
10. Consideration of Matters Regarding Combined Lake
    A. Ratification of Letter Regarding Combined Lake and Joint Use Agreement
    B. Ratification of Recorded Amended and Restated Reciprocal Easement and Joint Use of Lake Agreement (with new legal)
    C. Ratification of Quit Claim Deed for Portion of Combined Lake
    D. Authorization for Interlocal Agreement and Other Actions relating to Combined Lake
11. Consideration of FPL LED Lighting Agreements
    A. Cortez Road West/75 Street [Phase N-1]
    B. Cortez Road West/75 Street [Phase 1B1C]
12. Ratification Items
    A. E.T. Mackenzie Company of Florida, Inc.
        I. Agreement for Construction of Lake Flores, PH 1 Cortez Road Improvements
        II. Agreement for Construction of Lake Flores Central and East Mitigation Nodes
    B. FPL LED Lighting Agreement [8116 Cortez Rd West]
    C. Cortez75W Investors, LLC Funding Agreement (Central and East Mitigation Area)
13. Acceptance of Unaudited Financial Statements as of December 31, 2024

14. Approval of Minutes
    A. October 7, 2024 Special Meeting
    B. November 5, 2024 Landowners' Meeting

15. Staff Reports
    A. District Counsel: *Kutak Rock LLP*
    B. District Engineer: *ZNS Engineering, LC*
    C. District Manager: *Wrathell, Hunt and Associates, LLC*
        - NEXT MEETING DATE: TBD
            - QUORUM CHECK

SEAT 1	GARY WALKER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	REGINALD TISDALE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KRYSTAL PARSONS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	WALTER PRESTON	☐ IN PERSON	☐ PHONE	☐ NO

16. Board Members' Comments/Requests

17. Public Comments

18. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

Sincerely,

Kristen Suit
District Manager

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Lake Flores Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Manatee County, Florida; and

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners' meeting was held on November 5, 2024 and the below recited persons were duly elected by virtue of the votes cast in their favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvass the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

SEAT	BOARD MEMBER	VOTES
3	Reginald Tisdale	397 Votes
4	Krystal Parsons	397 Votes
5	Walter Preston	396 Votes

2. **TERMS.** In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following term of office:

SEAT	BOARD MEMBER	TERM OF OFFICE
3	Reginald Tisdale	4-Year Term
4	Krystal Parsons	4-Year Term
5	Walter Preston	2-Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 28TH DAY OF JANUARY, 2025.

Attest:	**LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

5

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Lake Flores Community Development District
Attn: District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: David L. Brasher
Printed Name

Date: 1.9.25
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Lake Flores Community Development District.* My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [__] personally presented at a duly noticed meeting of the Board of Supervisors, [__] scanned and electronically transmitted to gillyardd@whhassociates.com or [__] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Signature

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Lake Flores Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District's Board of Supervisors desires to elect and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are elected as Officer(s) of the District effective January 28, 2025:

_____ is elected Chair

_____ is elected Vice Chair

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 28, 2025:

David Brasher Vice Chair

_____ _____

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Kristen Suit is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 28TH DAY OF JANUARY, 2025.

ATTEST:

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

8A

CHANGE ORDER

NO. **7**
DATE: 1/20/2025

TO: LAKE FLORES CDD
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

CONTRACTOR:
ET MACKENZIE
6212 33rd Ave E.
Bradenton, FL 34203

PROJECT NAME **LAKE FLORES, PH I-B** PROJ NO.

REASON FOR REQUEST: ***INCREASE SCOPE OF WORK BY ADDING PH IB-2***

DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
GENERAL CONDITIONS					
1	Mobilization	1	LS	86,500.00	86,500.00
2	NDPES measures,maintenance and compliane (SV	1	LS	42,466.00	42,466.00
3	Performance & Payment Bonnd (100%)	1	LS	66,497.53	66,497.53
4	Construction Stake out and Record Drawings	1	LS	167,200.00	167,200.00
5	Geotech Testing	1	LS	112,500.00	112,500.00
6	Manatee County 3-Year Warranty Bond	1	LS	30,000.00	30,000.00
	TOTAL GENERAL CONDITIONS			**505,163.53**	
EARTHWORK					
	EXCAVATION & GRADING 1B-2				
1	Truck Tracking (ballast rock) areea incl. maintenanc	1	LS	18,760.00	18,760.00
2	Silt Fence	13,200	LF	2.60	34,320.00
3	Grading	1	LS	-	-
4	Fine/Finish grading	255,703	SY	0.75	191,777.25
5	Sodding	4,808	SY	3.75	18,030.00
6	Seeding	200,086	SY	0.85	170,073.10
	SUBTOTAL			**432,960.35**	
	EXCAVATION & GRADING 1C				
7	Clear & Grub 1C For Southwest Corner Ditch for Fil	0.68	AC	8,110.50	5,515.14
8	Demo of existing ADS sock drain (estimated qty)	9,500	LF	2.00	19,000.00
9	Load & Haul from Existing Stockpile	60,640	CY	3.00	181,920.00
10	Rough Grading 1C	80,405	SY	0.45	36,182.25
11	Seeding 1C	80,405	SY	0.85	68,344.25
	SUBTOTAL			**310,961.64**	
	TOTAL ABOVE EARTHWORK ITEMS			**743,921.99**	
STORM DRAINAGE					
	PHASE IB-2				
1	Connect To Existing Pipe 1B-2	8	EA	4,110.00	32,880.00
2	18" HDPE	1,506	LF	59.00	88,854.00
3	24" HDPE	3,777	LF	89.00	336,153.00
4	30" HDPE	1,075	LF	132.00	141,900.00
5	36" HDPE	341	LF	152.00	51,832.00
6	48" HDPE	1,149	LF	289.00	332,061.00
7	Curb Inlet	44	EA	10,910.00	480,040.00
8	Valley Grate Inlet	37	EA	6,450.00	238,650.00
9	Junction Box	9	EA	11,490.00	103,410.00
10	Testing	7,848	LF	3.60	28,252.80
	SUBTOTAL			**1,834,032.80**	
	PHASE IC	1	LS	-	-
1	Connect To Existing Pipe 1C	1	EA	9,432.00	9,432.00
2	24" HDPE	279	LF	235.00	65,565.00
3	30" HDPE	87	LF	266.00	23,142.00
4	36" HDPE	223	LF	152.00	33,896.00
5	42" HDPE	570	LF	200.00	114,000.00
6	48" HDPE	1,005	LF	261.00	262,305.00

7	Curb Inlet	1	EA	10,910.00	10,910.00
8	Valley Grate Inlet	7	EA	7,095.00	49,665.00
9	Junction Box	4	EA	11,490.00	45,960.00
10	Testing	2,164	LF	3.60	7,790.40
	SUBTOTAL			**622,665.40**	
	Total Price for above STORM DRAINAGE			**2,456,698.20**	

SANITARY SEWER

1	Material Cost Increase	1	LS	52,506.39	52,506.39
	Phase 1B-2	1	LS	-	-
1	Manholes 0' - 6'	11	EA	5,330.00	58,630.00
2	Manholes 6' - 8'	10	EA	6,310.00	63,100.00
3	Manholes 8' - 10'	5	EA	7,410.00	37,050.00
5	Manholes 10' - 12'	1	EA	8,525.00	8,525.00
6	Manholes 14' - 16'	2	EA	10,565.00	21,130.00
7	Manholes 16' - 18'	3	EA	11,340.00	34,020.00
8	Polymer Manholes 14'-16'	2	EA	48,675.00	97,350.00
9	Polymer Manholes 16'-18'	1	EA	50,320.00	50,320.00
10	Polymer Manholes 18'-20'	1	EA	52,830.00	52,830.00
11	8" PVC (SDR 26) Gravity Sewer 0' - 6'	1,431	LF	39.00	55,809.00
12	8" PVC (SDR 26) Gravity Sewer 6' - 8'	2,921	LF	59.00	172,339.00
13	8" PVC (SDR 26) Gravity Sewer 8' - 10'	1,299	LF	60.00	77,940.00
14	8" PVC (SDR 26) Gravity Sewer 10' - 12'	163	LF	75.00	12,225.00
15	8" PVC (SDR 26) Gravity Sewer 14' - 16'	898	LF	81.00	72,738.00
16	8" PVC (SDR 26) Gravity Sewer 16' - 18'	1,024	LF	87.00	89,088.00
17	8" PVC (SDR 26) Gravity Sewer 18' - 20'	628	LF	114.00	71,592.00
18	Single Service	22	EA	2,388.00	52,536.00
19	Double Service	109	EA	3,933.00	428,697.00
20	Testing	8,364	LF	3.65	30,528.60
	SUBTOTAL			**1,538,953.99**	
	Phase 1C	1	LS	-	-
1	Manholes 0' - 6'	2	EA	5,330.00	10,660.00
2	Manholes 8' - 10'	1	EA	7,410.00	7,410.00
3	Manholes 10' - 12'	1	EA	8,525.00	8,525.00
4	Manholes 12' - 14'	1	EA	9,505.00	9,505.00
5	Polymer Manholes 6'-8'	1	EA	30,045.00	30,045.00
6	Polymer Manholes 10'-12'	1	EA	44,815.00	44,815.00
7	Polymer Manholes 12'-14'	2	EA	36,610.00	73,220.00
8	Polymer Manholes 18'-20'	1	EA	52,830.00	52,830.00
9	8" PVC (SDR 26) Gravity Sewer 0' - 6'	412	LF	39.00	16,068.00
10	8" PVC (SDR 26) Gravity Sewer 6' - 8'	317	LF	59.00	18,703.00
11	8" PVC (SDR 26) Gravity Sewer 8' - 10'	229	LF	60.00	13,740.00
12	8" PVC (SDR 26) Gravity Sewer 10' - 12'	224	LF	75.00	16,800.00
13	8" PVC (SDR 26) Gravity Sewer 12' - 14'	458	LF	79.00	36,182.00
14	8" PVC (SDR 26) Gravity Sewer 14' - 16'	421	LF	81.00	34,101.00
15	8" PVC (SDR 26) Gravity Sewer 18' - 20'	148	LF	114.00	16,872.00
16	Testing	2,209	LF	3.65	8,062.85
	SUBTOTAL			**397,538.85**	
	Total Price for above SANITARY SEWER Items			**1,936,492.84**	

POTABLE WATER

1	4" PVC Water Main (with fittings)	310	LF	20.00	6,200.00
2	4" DIP	46	LF	62.00	2,852.00
3	6" Water Main (with fittings)	5,382	LF	34.50	185,679.00
4	6" DIP	490	LF	47.00	23,030.00
5	8" Water Main (with fittings)	4,784	LF	48.25	230,828.00
6	8" DIP	570	LF	58.00	33,060.00
7	4" Gate Valve	1	EA	1,990.00	1,990.00
8	6" Gate Valve	16	EA	2,055.00	32,880.00
9	8" Gate Valve	30	EA	2,355.00	70,650.00
10	Fire Hydrant Assembly	12	EA	8,930.00	107,160.00
11	Single Service- short	18	EA	1,106.00	19,908.00
12	Single Service - long	18	EA	1,506.00	27,108.00
13	Double Service - short	49	EA	1,885.00	92,365.00
14	Double Service - long	54	EA	2,339.00	126,306.00
15	Blow-off assembly (temporary)	5	EA	775.00	3,875.00
16	Temporary Jumper (4" min)	2	EA	11,130.00	22,260.00
17	Testing	11,930	LF	4.00	47,720.00

	Total Price for above POTABLE WATER Items			**1,033,871.00**	
RECLAIM WATER					
1	4" PVC Main (with fittings)	5,990	LF	28.00	167,720.00
2	4" DIP	696	LF	62.00	43,152.00
3	6" Main (with fittings)	4,402	LF	38.00	167,276.00
4	6" DIP	447	LF	47.00	21,009.00
5	4" Gate Valve	20	EA	1,990.00	39,800.00
6	6" Gate Valve	27	EA	2,055.00	55,485.00
7	Single Service- short	13	EA	995.00	12,935.00
8	Single Service - long	10	EA	1,512.00	15,120.00
9	Double Service - short	56	EA	1,868.00	104,608.00
10	Double Service - long	54	EA	2,327.00	125,658.00
11	Testing	11,535	LF	3.90	44,986.50
	Total Price for above RECLAIM WATER Items			**797,749.50**	
ROADWAY					
	Phase 1B-2				
	Section 10A (Detail Pg 56)	1	LS	-	-
1	12" Stabilized Subbase LBR 60	11,812	SY	16.25	191,945.00
2	8" Base (FDOT certified)	9,450	SY	23.75	224,437.50
3	2" Type SP-12.5 asphalt (First Lift)	9,450	SY	19.50	184,275.00
4	1" Type SP-12.5 asphalt (Second Lift)	9,450	SY	11.00	103,950.00
5	Type F Curb	2,366	LF	28.00	66,248.00
6	Sod	1,694	SY	3.75	6,352.50
7	Temporary Pavement Markings	1	LS	5,085.00	5,085.00
8	Permanent Pavement Markings	1	LS	16,110.00	16,110.00
9	Traffic and Street Signs	1	LS	17,376.00	17,376.00
	Section 10A (Detail Pg 56) Parallel Parking	1	LS	-	-
1	6" Stabilized Subbase LBR 40	5,565	SY	7.75	43,128.75
2	6" Base (FDOT certified)	4,453	SY	19.10	85,052.30
3	1" Type SP-12.5 asphalt (First Lift)	4,453	SY	11.00	48,983.00
4	1" Type SP-12.5 asphalt (Second Lift)	4,453	SY	11.00	48,983.00
5	Type F Curb	5,256	LF	28.00	147,168.00
6	Bypass Curb	157	LF	55.50	8,713.50
	Section 10B, 10C, 10D, 10GMod (Sheet 56) & Parallel Parking	1	LS	-	-
1	6" Stabilized Subbase LBR 40	20,883	SY	7.75	161,843.25
2	6" Base (FDOT certified)	16,707	SY	19.10	319,103.70
3	1" Type SP-12.5 asphalt (First Lift)	16,707	SY	11.00	183,777.00
4	1" Type SP-12.5 asphalt (Second Lift)	16,707	SY	11.00	183,777.00
5	Type F Curb	2,868	LF	28.00	80,304.00
6	Type A Curb	10,412	LF	22.50	234,270.00
7	Bypass Curb	579	LF	55.50	32,134.50
8	Valley Gutter Crossing	2	EA	7,900.00	15,800.00
9	Concrete Sidewalk Thickened Edge	579	LF	55.50	32,134.50
10	Sod	2,952	SY	3.75	11,070.00
11	Temporary Pavement Markings	1	LS	4,068.00	4,068.00
12	Permanent Pavement Markings	1	LS	12,888.00	12,888.00
13	Traffic and street signs	1	LS	15,640.00	15,640.00
	ALLEYS				-
1	6" Stabilized Subbase LBR 40	10,320	SY	8.00	82,560.00
2	6" Base (FDOT certified)	8,257	SY	19.10	157,708.70
3	1" Type SP12.5 asphalt (First Lift)	8,257	SY	11.00	90,827.00
4	1" Type SP12.5 asphalt (Second Lift)	8,257	SY	11.00	90,827.00
5	Temporary Pavement Markings	1	LS	1,017.00	1,017.00
6	Permanent Pavement Markings	1	LS	3,222.00	3,222.00
7	Traffic and street signs	1	LS	1,738.00	1,738.00
	COMMON AREA				
1	1 5' wide Sidewalk - Thoroughfare 1,668.00 SY $53	1,668	SY	53.50	89,238.00
2	2 Handicap Ramps with mat 78.00 EACH $975.00	78	EA	975.00	76,050.00
	SUBTOTAL			**3,077,805.20**	
	Phase 1C				
1	Section 10B, 10C, 10D, 10GMod (Sheet 56) & Para	1	LS	-	-
2	6" Stabilized Subbase LBR 40	1,170	SY	7.00	8,190.00
3	6" Base (FDOT certified)	937	SY	17.70	16,584.90
4	1" Type SP12.5 asphalt (First Lift)	937	SY	10.25	9,604.25
5	1" Type SP12.5 asphalt (Second Lift)	937	SY	10.00	9,370.00

6	Type A Curb	614	LF	22.50	13,815.00
	SUBTOTAL			**57,564.15**	
	Total Price for Roadway items			**3,135,369.35**	
	INTERIOR ROUNDABOUTS				
1	Clearing & Grading	1	LS	-	-
2	12" Stabilized Subbase LBR 60	1,250	SY	16.25	20,312.50
3	8" Base (FDOT certified)	1,000	SY	23.75	23,750.00
4	Type AB Curb	289	LF	29.00	8,381.00
5	Dome center (Yellow)	105	SY	66.65	6,998.25
6	1" Type SP12.5 asphalt (First Lift)	1,000	SY	11.00	11,000.00
7	1" Type SP12.5 asphalt (Second Lift)	1,000	SY	11.00	11,000.00
8	Sod	95	SY	3.75	356.25
9	Temporary Pavement Markings	1	LS	3,531.25	3,531.25
10	Permanent Pavement Markings	1	LS	11,187.50	11,187.50
11	Traffic and street signs	1	LS	18,100.00	18,100.00
	Total Price for Roundabouts			**114,616.75**	
	TOTAL CHANGE ORDER AMOUNT				**$10,723,883.16**

-See Orignal contract for terms and conditions.

ORIGINAL CONTRACT TOTAL	$ 31,938,845.45	
ADD/DELETE C0# 1 THRU CO# 6	$ (3,061,399.16)	
TOTAL THIS CO (CO# 7)	$10,723,883.16	
REVISED CONTRACT AMOUNT THRU CO# 7		**$ 39,601,329.45**
ORIGINAL CONTRACT DAYS	570	
ADD/DELETE C0# 1 THRU CO# 6	183	
TOTAL DAYS THIS CO (CO# 7)	180	
REVISED CONTRACT DAYS THRU CO# 7		933

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the

CONTRACTOR: _____ Date: _____

DISTRICT ENGINEER: _____ Date: _____

Accepted:

CDD: _____ Date: _____

Name: _____

Title: _____

CO#	Date Initiated	Summary Description	+/-	Total amount (net)	Contract Total after Change order	Days
		ORIGINAL CONTRACT TOTAL			**$31,938,845.45**	**570**
1	4/28/2023	Lake Paz outfall	Add	$44,755.00	$31,983,600.45	
2	12/11/2023	Direct Material Purchase	Deduct	-$6,551,726.49	$25,431,873.96	
5	4/28/2024	Utility plan changes (amenity & N1 services)	Add	$137,039.87	$25,568,913.83	
5	5/28/2024	Additional materials	Add	$50,770.13	$25,619,683.96	
5	6/17/2024	Additional materials (services to amenity)??	Add	$6,739.85	$25,626,423.81	
4		Grouting 75th Street Roundabouts	Add	$182,070.00	$25,808,493.81	
3		1C Partial Earthwork	Add	$130,858.20	$25,939,352.01	
6	7/8/2024	Phase N-1	Add	$2,938,094.28	$28,877,446.29	183
7	1/20/2025	Phase IB-2	Add	$10,723,883.16	$39,601,329.45	180

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

8B

CHANGE ORDER

NO. **8**
DATE: 1/24/2025

TO: LAKE FLORES CDD
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

CONTRACTOR:
ET MACKENZIE
6212 33rd Ave E.
Bradenton, FL 34203

PROJECT NAME **LAKE FLORES, PH I-B** PROJ NO.

REASON FOR REQUEST: ***INCREASE SCOPE OF WORK BY ADDING 12 FT FARMER ACCESS ROAD TO INCL CLEARING AND REROUTE DICHES ON 75th (4/28/2023)***

DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Clear & Grub Access Road	1	LS	9,000.00	9,000.00
2	Construct 12ft Access Rd around ditches on 75th	1	LS	9,424.00	9,424.00
	TOTAL			**18,424.00**	

ORIGINAL CONTRACT TOTAL	$ 31,938,845.45	
ADD/DELETE C0# 1 THRU CO# 7	$ 7,662,484.00	
TOTAL THIS CO (CO# 8)	$18,424.00	
REVISED CONTRACT AMOUNT THRU CO# 7	**$**	**39,619,753.45**

ORIGINAL CONTRACT DAYS	570	
ADD/DELETE C0# 1 THRU CO#8	363	
TOTAL DAYS THIS CO (CO# 8)	-	
REVISED CONTRACT DAYS THRU CO# 8		933

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the

CONTRACTOR: _____ Date: _____
DISTRICT ENGINEER: _____ Date: _____
Accepted:
CDD: _____ Date: _____
Name: _____
Title: _____

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

8C

CHANGE ORDER

NO. **9**
DATE: 1/24/2025

TO: LAKE FLORES CDD
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

CONTRACTOR:
ET MACKENZIE
6212 33rd Ave E.
Bradenton, FL 34203

PROJECT NAME **LAKE FLORES, PH I-B** PROJ NO.

REASON FOR REQUEST: ***INCREASE SCOPE OF WORK BY REMOVAL OF RC WATER PUMP PIPE (4/28/2023)***

DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	Clear & Grub Access Road	1,610	LF	10.05	16,180.50
	TOTAL			**16,180.50**	

ORIGINAL CONTRACT TOTAL	$ 31,938,845.45	
ADD/DELETE C0# 1 THRU CO# 8	$7,680,908.00	
TOTAL THIS CO (CO# 9)	$16,180.50	
REVISED CONTRACT AMOUNT THRU CO# 9	**$**	**39,635,933.95**
ORIGINAL CONTRACT DAYS	570	
ADD/DELETE C0# 1 THRU CO #8	363	
TOTAL DAYS THIS CO (CO# 9)	-	
REVISED CONTRACT DAYS THRU CO# 9		933

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the

CONTRACTOR: _____ Date: _____

DISTRICT ENGINEER: _____ Date: _____

Accepted:

CDD: _____ Date: _____

Name: _____

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

8D

CHANGE ORDER

NO. **10**
DATE: 1/24/2025

TO: LAKE FLORES CDD
2300 Glades Rd, Suite 410W
Boca Raton, FL 33431

CONTRACTOR:
ET MACKENZIE
6212 33rd Ave E.
Bradenton, FL 34203

PROJECT NAME **LAKE FLORES, PH I-B** PROJ NO.

REASON FOR REQUEST: ***INCREASE SCOPE OF WORK BY ADDING SIDEWALK ON THOROUGHFARE (4/28/2023)***

DETAILS:

ITEM NO	DESCRIPTION	QTY	MEAS	UNIT PRICE	TOTAL
1	5' WIDE SIDEWALK - THOROUGHFARE	538	SY	53.50	28,783.00
	TOTAL			**28,783.00**	

ORIGINAL CONTRACT TOTAL	$ 31,938,845.45	
ADD/DELETE C0# 1 THRU CO# 9	$7,697,088.50	
TOTAL THIS CO (CO# 10)	$28,783.00	
REVISED CONTRACT AMOUNT THRU CO# 10	**$**	**39,664,716.95**
ORIGINAL CONTRACT DAYS	570	
ADD/DELETE C0# 1 THRU CO #8	363	
TOTAL DAYS THIS CO (CO# 9)	-	
REVISED CONTRACT DAYS THRU CO# 10		933

This change to the original Contract has been reviewed and approved by the Contractor and the District Engineer and is executed and accepted per the

CONTRACTOR: _____ Date: _____

DISTRICT ENGINEER: _____ Date: _____

Accepted:

CDD: _____ Date: _____

Name: _____

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

9

Lake Flores Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

Lake Flores Community Development District

ANNUAL FINANCIAL REPORT

September 30, 2023

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Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors
Lake Flores Community Development District
Manatee County, Florida

Report on Audit of the Financial Statements

Opinion

We have audited the financial statements of the governmental activities and each major fund of Lake Flores Community Development District (the "District"), as of and for the year ended September 30, 2023, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Lake Flores Community Development District as of September 30, 2023, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

To the Board of Supervisors
Lake Flores Community Development District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for one year beyond the financial statement date, including currently known information that may raise substantial doubt thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore, is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Lake Flores Community Development District

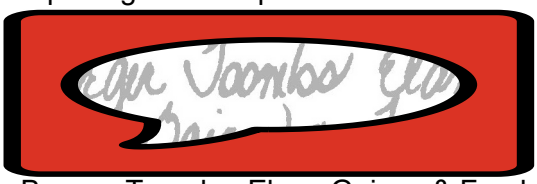
Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated November 6, 2024 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Lake Flores Community Development District's internal control over financial reporting and compliance.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

November 6, 2024

Lake Flores Community Development District
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2023

Management's discussion and analysis of Lake Flores Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

The District's basic financial statements comprise three components; 1) *Government-wide financial statements,* 2) *Fund financial statements,* and 3) *Notes to financial statements.* The *Government-wide financial statements* present an overall picture of the District's financial position and results of operations. The *Fund financial statements* present financial information for the District's major funds. The *Notes to financial statements* provide additional information concerning the District's finances.

The *Government-wide financial statements* are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by developer contributions.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Fund financial statements include a **balance sheet** and a **statement of revenues, expenditures and changes in fund balances** for all governmental funds. A **statement of revenues, expenditures, and changes in fund balances – budget and actual** is provided for the District's General Fund. *Fund financial statements* provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The *government-wide financial statements* and the *fund financial statements* provide different pictures of the District. The *government-wide financial statements* provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The *fund financial statements* provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the *fund financial statements* to the *government-wide financial statements*, reconciliations are provided from the *fund financial statements* to the *government-wide financial statements.*

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements.*

Financial Highlights

The following are the highlights of financial activity for the year ended September 30, 2023.

- The District's liabilities exceeded assets by $(46,952) (net position). Unrestricted net position was $(46,952).
- Governmental activities revenues totaled $57,363, while governmental activities expenses totaled $98,779.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

Net Position

	GovernmentalActivities	
	2023	**2022**
Current assets	$ 27,166	$ 18,275
Capital assets	917,807	476
Total Assets	944,973	18,751
Current liabilities	991,925	24,287
Net Position		
Net investment in capital assets	-	476
Unrestricted	(46,952)	(6,012)
Total Net Position	$ (46,952)	$ (5,536)

The increase in capital assets and current liabilities is related to the construction in progress additions along with the associated contracts/retainage payable.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

Change In Net Position

	Governmental Activities	
	2023	2022
Program Revenues		
Operating contributions	$ 57,363	$ 50,792
Expenses		
General government	48,903	50,792
Physical environment	8,460	-
Interest and other charges	41,416	5,536
Total Expenses	98,779	56,328
Change in Net Position	(41,416)	(5,536)
Net Position - Beginning of Year	(5,536)	-
Net Position - End of Year	$ (46,952)	$ (5,536)

The increase in interest and other charges is related to certain costs of issuance paid in anticipation of the issuance of bonds payable.

OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)

Capital Assets Activity

The following schedule provides a summary of the District's capital assets as of September 30, 2023 and 2022.

	Governmental Activities	
Description	**2023**	**2022**
Construction in progress	$ 917,807	$ 476

The activity for the year consisted of additions to construction in progress of $917,331.

General Fund Budgetary Highlights

Actual expenditures were less than the final budget because there were less management fee and legal fee expenditures than were anticipated.

The September 30, 2023 budget was not amended.

Economic Factors and Next Year's Budget

Lake Flores Community Development District issued long-term debt during 2024, and other than the effects of the issuance of debt, the District does not expect any other economic factors to have any significant effect on the financial position or results of operations of the District in fiscal year 2024.

Request for Information

The financial report is designed to provide a general overview of Lake Flores Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Lake Flores Community Development District's Finance Department at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

Lake Flores Community Development District
STATEMENT OF NET POSITION
September 30, 2023

	Governmental Activities
ASSETS	
Current Assets	
Cash	$ 5,249
Due from developer	21,917
Total Current Assets	27,166
Non-current Assets	
Capital Assets, not being depreciated	
Construction in progress	917,807
Total Assets	944,973
LIABILITIES	
Current Liabilities	
Accounts payable and accrued expenses	21,166
Contracts/retainage payable	917,187
Due to developer	53,572
Total Current Liabilities	991,925
NET POSITION	
Unrestricted	$ (46,952)

See accompanying notes to financial statements.

Lake Flores Community Development District
STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Functions/Programs	Expenses	Program Revenues: Operating Contributions	Net (Expenses) Revenues and Changes in Net Position: Governmental Activities
Governmental Activities			
General government	$ (48,903)	$ 57,363	$ 8,460
Physical environment	(8,460)	-	(8,460)
Interest and other charges	(41,416)	-	(41,416)
Total Governmental Activities	$ (98,779)	$ 57,363	(41,416)
		Change in Net Position	(41,416)
		Net Position - October 1, 2022	(5,536)
		Net Position - September 30, 2023	$ (46,952)

See accompanying notes to financial statements.

Lake Flores Community Development District
BALANCE SHEET –
GOVERNMENTAL FUNDS
September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
ASSETS				
Cash	$ 5,249	$ -	$ -	$ 5,249
Due from developer	21,917	-	-	21,917
Total Assets	$ 27,166	$ -	$ -	$ 27,166
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
LIABILITIES				
Accounts payable and accrued expenses	$ 21,166	$ -	$ -	$ 21,166
Contracts/retainage payable	-	-	917,187	917,187
Due to developer	6,000	46,952	620	53,572
Total Liabilities	27,166	46,952	917,807	991,925
DEFERRED INFLOWS OF RESOURCES				
Unavailable revenues	2,871	-	-	2,871
FUND BALANCES				
Unassigned	(2,871)	(46,952)	(917,807)	(967,630)
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 27,166	$ -	$ -	$ 27,166

See accompanying notes to financial statements.

Lake Flores Community Development District
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2023

Total Governmental Fund Balances	$	(967,630)
Amounts reported for governmental activities in the Statement of Net Position are different because:		
Capital assets, construction in progress, used in governmental activities are not current financial resources and therefore, are not reported at the fund level.		917,807
Unavailable revenues are recognized as deferred inflows of resources at the fund level, however, revenues are recognized when earned at the government-wide level.		2,871
Net Position of Governmental Activities	$	(46,952)

See accompanying notes to financial statements.

Lake Flores Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
For the Year Ended September 30, 2023

	General	Debt Service	Capital Projects	Total Governmental Funds
Revenues				
Developer contributions	$ 57,129	$ -	$ -	$ 57,129
Expenditures				
Current				
General government	48,903	-	-	48,903
Physical environment	8,460	-	-	8,460
Capital outlay	-	-	917,331	917,331
Debt service				
Other	-	41,416	-	41,416
Total Expenditures	57,363	41,416	917,331	1,016,110
Net change in fund balances	(234)	(41,416)	(917,331)	(958,981)
Fund Balances - October 1, 2022	(2,637)	(5,536)	(476)	(8,649)
Fund Balances - September 30, 2023	$ (2,871)	$ (46,952)	$ (917,807)	$ (967,630)

See accompanying notes to financial statements.

Lake Flores Community Development District
RECONCILIATION OF THE STATEMENT
OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
For the Year Ended September 30, 2023

Net Change in Fund Balances - Total Governmental Funds	$	(958,981)
Amounts reported for governmental activities in the Statement of Activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation. This is the amount of capital outlay in the current year.		917,331
At the fund level unavailable revenues are recognized as deferred inflows of resources, however, revenues are recognized when earned at the government-wide level. This is the change in unavailable revenues in the current period.		234
Change in Net Position of Governmental Activities	$	(41,416)

See accompanying notes to financial statements.

Lake Flores Community Development District
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND
For the Year Ended September 30, 2023

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Revenues				
Developer contributions	$ 109,249	$ 109,249	$ 57,129	$ (52,120)
Expenditures				
Current				
General government	109,249	109,249	48,903	60,346
Physical environment	-	-	8,460	(8,460)
Total Expenditures	109,249	109,249	57,363	51,886
Net Change in Fund Balances	-	-	(234)	(234)
Fund Balances - October 1, 2022	-	-	(2,637)	(2,637)
Fund Balances - September 30, 2023	$ -	$ -	$ (2,871)	$ (2,871)

See accompanying notes to financial statements.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

1. Reporting Entity

The District was established on January 11, 2022, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), and by Ordinance 22-04 of the Board of County Commissioners of Manatee County, Florida, as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Lake Flores Community Development District. The District is governed by a five member Board of Supervisors. All the Supervisors are employed by the Developer. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Lake Flores Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth in Governmental Accounting Standards Board, The Financial Reporting Entity, the District has identified no component units.

2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government’s governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

2. Measurement Focus and Basis of Accounting (Continued)

b. Fund Financial Statements (Continued)

Governmental Funds (Continued)

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter, to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 90 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources".

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

3. Basis of Presentation

a. Governmental Major Funds

General Fund – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

3. Basis of Presentation (Continued)

a. Governmental Major Funds (Continued)

Debt Service Fund – The Debt Service Fund accounts for the certain preliminary costs associated with the issuance of new debt.

Capital Projects Fund – The Capital Projects Fund accounts for the construction of infrastructure improvements within the District.

b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

4. Assets, Liabilities, Deferred Inflows of Resources, and Net Position or Equity

a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415, Florida Statutes. The authorized investments consist of:

1. Direct obligations of the United States Treasury;

2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;

3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;

4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Assets, Liabilities, Deferred Inflows of Resources and Net Position or Equity (Continued)

a. Cash and Investments (Continued)

Cash equivalents include time deposits and all highly liquid debt instruments with original maturities of three months or less and held in a qualified public depository as defined by Section 280.02, Florida Statutes.

b. Capital Assets

Capital assets, which include construction in progress, are reported in the applicable governmental activities column.

The District defines capital assets as assets with an initial, individual cost of $5,000 or more and an estimated useful life in excess of one year. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

c. Budgets

Budgets are prepared and adopted after public hearings for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. A formal budget is adopted for the general fund. As a result, deficits in the budget columns of the accompanying financial statements may occur.

d. Deferred Inflows of Resources

Deferred inflows of resources represent an acquisition of net position that applies to a future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until then. The District only has one time that qualifies for reporting in the category. Unavailable revenues are reported only in the governmental funds balance sheet. This amount is deferred and recognized as an inflow of resources in the period that amounts become available.

NOTE B – CASH AND INVESTMENTS

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk, however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2023, the District's bank balance was $6,122 and the carrying value was $5,249. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2023, the District had no investments.

NOTE C – CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	Balance October 1, 2022	Additions	Deletions	Balance September 30, 2023
Governmental Activities:				
Capital assets, being depreciated:				
Construction in progress	$ 476	$ 917,331	$ -	$ 917,807

NOTE D – RELATED PARTY TRANSACTIONS

All voting members of the Board of Supervisors are affiliated with the Developer. The District received $57,129 in contributions from the Developer for the year ended September 30, 2023. Additionally, the District has a balance due to the Developer of $53,572, and a balance due from the Developer of $21,917.

NOTE E – ECONOMIC DEPENDENCY

The Developer owns a significant portion of land within the District. The District’s activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District’s operations.

NOTE F – RISK MANAGEMENT

The government is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District has not filed any claims under this commercial coverage since inception.

NOTE G – SUBSEQUENT EVENT

In October 2023, the District issued $23,625,000 Series 2023A-1 Special Assessment Bonds and not to exceed $32,105,000 Series 2023A-2 Special Assessment Bonds.

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Lake Flores Community Development District
Manatee County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements, as listed in the table of contents, of Lake Flores Community Development District, as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the basic financial statements and have issued our report thereon dated November 6, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Lake Flores Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Lake Flores Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Lake Flores Community Development District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Lake Flores Community Development District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Lake Flores Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

November 6, 2024

Berger, Toombs, Elam,
Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

MANAGEMENT LETTER

To the Board of Supervisors
Lake Flores Community Development District
Manatee County, Florida

Report on the Financial Statements

We have audited the financial statements of the Lake Flores Community Development District as of and for the year ended September 30, 2023, and have issued our report thereon dated November 6, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with AICPA Professionals Standards, AT-C Section 315 regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in that report, which is dated November 6, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been made to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations in the preceding financial audit report.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, requires us to apply appropriate procedures and communicate the results of our determination as to whether or not Lake Flores Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the Lake Flores Community Development District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

To the Board of Supervisors
Lake Flores Community Development District

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial conditions assessment procedures as of September 30, 2023 for the Lake Flores Community Development District. It is management's responsibility to monitor the Lake Flores Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Specific Information

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Lake Flores Community Development District reported:

1) The total number of District employees compensated in the last pay period of the District's fiscal year: 0
2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year: 2
3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: $600
4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency: $34,032
5) Each construction project with a total cost of at least $65,000 approved by the District that is scheduled to begin on or after October 1, 2022, together with the total expenditures for such project: The District incurred $917,331 in construction costs on the Series 2023 project.
6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The budget was not amended.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Lake Flores Community Development District reported:

1) The rate or rates of non-ad valorem special assessments imposed by the District. The District was funded by developer contributions.
2) The amount of special assessments collected by or on behalf of the District: N/A.
3) The total amount of outstanding bonds issued by the District and the terms of such bonds. The District had no outstanding debt as of September 30, 2023.

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL

To the Board of Supervisors
Lake Flores Community Development District

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we noted no such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.



Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

November 6, 2024

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

9A

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING THE AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2023

WHEREAS, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Annual Financial Report for Fiscal Year 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT;

1. The Audited Annual Financial Report for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Annual Financial Report for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

PASSED AND ADOPTED this 28th day of January, 2025.

ATTEST:

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

10A

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

December 18, 2024

Via Email and Certified U.S. Mail Delivery
Long Bar Pointe, LLLP
By Long Bar GP, LLC, its General Partner
ATTN: Carlos M Beruff, Authorized Manager
1651 Whitfield Ave Suite 200
Sarasota, FL 34243
carlosb@medallionhome.com
dmanson@mansonbolves.com

Re: Lake Flores Community Development District
Combined Lake and Joint Use Agreement

Dear Mr. Beruff,[1]

My office serves as District Manager of the Lake Flores Community Development District ("LFCDD"), and, pursuant to Section 10 of the Amended and Restated Reciprocal Easement and Joint Use of Lake Agreement ("Joint Use Agreement"), I am writing on behalf of LFCDD and to inform you that the permitted combined lake construction has been completed according to Manatee County and the Southwest Florida Water Management District. Pursuant to the Joint Use Agreement, the completion of the combined lake triggers several actions, including among others, and generally stated:

1. The SWFWMD was to transfer the combined lake to operational status. We understand that this has been completed.
2. A survey of the combined lake, as completed, was to be created. The LFCDD's engineer, ZNS Engineering, L.C., completed the survey, and it has been approved by the parties to the Joint Use Agreement.
3. The Joint Use Agreement was to be re-recorded with the new survey. LFCDD intends to complete this task this week.
4. Long Bar Pointe, LLLP ("LBP") is required to establish a community development district for its property adjacent to the combined lake.
5. The new CDD and LFCDD were to enter into an interlocal agreement governing the funding of maintenance expenses for the combined lake.

[1] Note that District Staff has attempted to contact your former legal counsel, Mr. Doug Manson, on several occasions, but without response, and it's unclear whether Mr. Manson is continuing to serve as your legal counsel. If you have legal counsel in this matter, please let us know who that is, and forward this letter to him or her.

6. LPB is required to cooperate and release that certain *Memorandum of Agreement*, which otherwise presently encumbers certain lands within the LFCDD. See form of release attached.

At this time, we are not aware of Items 4, 5 and 6 above having been taken. However, the LFCDD has taken ownership of the portion of the combined lake that was previously owned by Cortez75W Investors, LLC, LFCDD is continuing to maintain the combined lake, and LFCDD will continue to invoice LBP for LBP's share of all such expenses pursuant to the Joint Use Agreement.

All that said, if you would please provide the LFCDD with an update on the open items listed above, we would certainly appreciate it. Further, please review and execute the attached Termination of Memorandum of Agreement at your convenience. We can be reached at (561)571-0010. Thank you for your attention to these matters.

Sincerely,

Kristen Suit
District Manager

cc: Board Chairman
District Counsel

Exhibit A: Amended and Restated Reciprocal Easement and Joint Use of Lake Agreement

Inst. Number: 202241081783 Page 1 of 37 Date: 6/22/2022 Time: 11:35 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.70

Prepared by and return to:
Douglas Manson
Manson Bolves Donaldson Varn
109 N. Brush Street, Suite 300
Tampa, Florida 33602

AMENDED AND RESTATED RECIPROCAL EASEMENT AND JOINT USE OF LAKE AGREEMENT

This **AMENDED AND RESTATED RECIPROCAL EASEMENT AND JOINT USE OF LAKE AGREEMENT** ("Agreement") is made and entered into by and between Long Bar Pointe, LLLP, a Florida Limited Liability Partnership ("LBP"); Cargor Partners VIII-Long Bar Pointe, LLLP, a Florida Limited Liability Partnership ("C-LBP"); and Cortez75W Investors, LLC, a Delaware Limited Liability Company ("Cortez75W") as successor-in-interest to LF Manatee, LLC as successor-in-interest to Lake Flores I, LLC, a Florida Limited Liability Company and Lake Flores, East, LLC, and Lake Flores Community Development District, a Chapter 190, F.S., Community Development District (hereinafter the "LFCDD"). LBP, C-LBP, LFCDD, and Cortez75W are hereinafter collectively referred to as the "Parties" or singularly as "Party." LBP and C-LBP are hereinafter collectively referred to as "Long Bar Pointe." This Agreement is made and executed by the Parties as of June 17, 2022 and amends and restates the Agreement between the Parties dated February 7, 2020 and recorded in the Public Records of Manatee County, Florida under Instrument Number 202041082394. This Agreement will not become effective until the time and date this Agreement is recorded in the Public Records of Manatee County, Florida ("Effective Date").

RECITALS

WHEREAS, Long Bar Pointe owns certain property in Manatee County more specifically described in **Exhibit "A"** attached hereto and made a part hereof ("Long Bar Pointe Property");

WHEREAS, Cortez75W owns certain property in Manatee County more specifically described in **Exhibit "B"** attached hereto and made a part hereof ("Cortez75W Property"); and

WHEREAS, the Parties propose to construct a Combined Lake that will be located on both Long Bar Pointe Property and Cortez75W Property more specifically shown in **Exhibit "C"** attached hereto and made a part hereof ("Combined Lake"); and

WHEREAS, the Parties desire to provide for the joint use of the Combined Lake recognizing that it exists primarily for the storage and treatment of stormwater, but to also provide for limited recreational use of the Combined Lake while specifically prohibiting the recreational use of motorized vehicles within or on the Combined Lake and fishing in the Combined Lake; and

WHEREAS, the Parties desire to provide for the maintenance and operation of the Combined Lake to include a cost-sharing arrangement for the same, and

WHEREAS, although this Agreement will be effective as of the time and date it is recorded in the Public Records of Manatee County, certain provisions of this Agreement regarding the use, maintenance and operation of the Combined Lake will not be applicable and operative until the "LBP Combined Lake Construction ERP" (as defined in Paragraph 8 herein below) is transferred to operational status by the Southwest Florida Water Management District ("SWFWMD") as provided in Paragraph 9 herein below.

NOW THEREFORE, in consideration of the mutual recitals, covenants, and conditions herein set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is as follows:

a. to supersede, amend and replace the Reciprocal Easement, and Joint Use Agreement dated February 7, 2021 and recorded in the Public Records of Manatee County, Florida under Number 202041082394; and

b. to set forth the mutual and separate rights, duties and obligations of the Parties in the use, maintenance and operation of the Combined Lake; and

c. to provide a mechanism for the sharing of cost in the maintenance and operation of the Combined Lake; and

d. to provide for a survey of the Combined Lake and a sharing of cost in the preparation of the survey.

3. **Reciprocal Easement Grant.** Long Bar Pointe hereby grants to Cortez75W a non-exclusive, perpetual reciprocal easement over, under, across, in and through those parts of the Combined Lake which lie within the borders of the real property owned by Long Bar Pointe subject to the terms of this Agreement. In like manner, Cortez75W hereby grants to Long Bar Pointe a non-exclusive, perpetual reciprocal easement over, under, across, in and through those parts of the Combined Lake which lie within the

borders of the real property owned by Cortez75W subject to the terms of this Agreement.

4. **Management of the Combined Lake.** The Parties recognize, understand and agree that the water that will fill and occupy the Combined Lake is obtained from stormwater runoff and surface drainage from lands owned by the Parties, and that the primary purpose of the Combined Lake is for stormwater management and water quality treatment purposes. As such, the Combined Lake is to be used first and foremost as an integral part of the stormwater management systems of the Parties, including the detention and retention and treatment of stormwater. Accordingly, the Parties reserve the right to restrict the use and access to the Combined Lake from time to time and as circumstances require.

5. **Activities Prohibited on the Combined Lake**. All motorized vessels and watercraft of any kind are prohibited from entering the Combined Lake except those motorized vessels that may from time to time be necessary in the maintenance and operation of the Combined Lake, including the management of vegetation growing in or around the Combined Lake. Fishing is also a prohibited activity in the Combined Lake.

6. **Limited Recreational Uses of the Combined Lake.** Each of the Parties agree that either Party may, but neither are required to, allow such of their respective future residents as each deems appropriate, access to the Combined Lake for limited recreational use as provided herein. Recreational use of the Combined Lake can only be provided to future residents of Cortez75W and Long Bar Pointe and their guests and invitees, and except as may be otherwise later agreed in writing between the Parties, shall be limited to the use of non-motorized recreational watercraft such as canoes, kayaks, row boats, sail boats, paddle boards, and the like, and on the Combined Lake. Cortez75W and Long Bar Pointe may provide on their respective properties such amenities as they deem appropriate to allow their respective future residents access to and limited recreational use of the Combined Lake as permitted herein. Any such amenity constructed by any Party shall be for the exclusive use of its future residents and their guests and invitees, and all costs of construction, maintenance and operation of any such amenity shall be borne and solely paid for by such Party. Any limited access to and limited recreational use of the Combined Lake that any Party may from to time provide to its future residents in accordance with the terms of this Agreement, may be restricted or eliminated altogether by such Party at any time in its sole and absolute discretion. Nothing contained in this Agreement is intended to grant to any future resident of the Lake Flores Property or Long Bar Pointe Property any right of access to or use of the Combined Lake, whether for the limited recreational use authorized herein or otherwise, and no future resident of the Lake Flores Property or Long Bar Pointe Property shall have or may claim any third party beneficiary rights whatsoever under this Agreement.

7. **Allocating Costs of Recreational Use and Access to the Combined Lake.** In the event that one Party and not the other elects to permit its future residents access to and limited recreational use of the Combined Lake as authorized herein, then the Party

that elects to do so shall bear and be solely responsible to pay any resulting increases in costs of maintaining and operating the Combined Lake, including without limitation, any additional costs incurred for general liability insurance, policing activity, removal of refuse, or damages to natural resources in and around the Combined Lake or to facilities required for the Combined Lake to perform its stormwater detention, retention and treatment functions. In the event both Parties elect to allow their respective future residents access to and limited recreational use of the Combined Lake as authorized herein, then any resulting increased costs shall be shared and paid by the Parties on a pro-rata basis as provided in Paragraph 11 herein below.

8. **Survey of the Combined Lake.** Long Bar Pointe shall contract for and obtain a survey of the Combined Lake by an engineering and surveying firm licensed to practice in the State of Florida contemporaneously with LBP filing with the SWFWMD its as built plans and seeking transfer of the Construction ERP issued by SWFWMD to LBP for construction of the Combined Lake (the "LBP Combined Lake Construction ERP") from construction to operational status. This new survey will be used to obtain an insurable metes and bounds legal description of the external boundaries of the completed Combined Lake. Prior to commencing the survey, Long Bar Pointe shall submit the proposal for doing the work of surveying the Combined Lake boundary to Cortez75W for their review and reasonable approval within twenty (20) days, including the cost of the survey. If response is not received within twenty (20) days, it shall be deemed approved. Once completed, the cost of the survey shall be shared and paid by the Parties on a pro-rata basis as provided in paragraph 11 herein below.

9. **Completion of Combined Lake, Interim Responsibilities, and Rerecording of Reciprocal Easement and Joint use Agreement.**

a. Although this Agreement will be effective upon its recordation in the Public Records of Manatee County, Florida, it is recognized, understood and agreed that as of the date of recordation, the Combined Lake will not have been constructed. Accordingly, unless and until the Combined Lake is completed as hereinafter set forth, the provisions in this Agreement that provide for the use, maintenance and operation of the Combined Lake after completion shall be inapplicable, inoperative and unenforceable. For purposes of this Agreement, the Combined Lake will be deemed completed only when the SWFWMD transfers the LBP Combined Lake Construction ERP from construction status to operational status in accordance with Rule 62-330.310 (1) F.A.C. The transfer to full operational status of the LBP Combined Lake Construction ERP, and therefore the completion of the Combined Lake, shall occur no later than five (5) years following the issuance of the Section 404 Permit by the US Army Corps of Engineers. If the transfer of the LBP Combined Lake Construction ERP to operational status does not occur by such date, then Lake Flores shall have the right at any time thereafter to terminate and record a full termination of this Agreement in its sole and absolute discretion, and at such time any rights of LBP to continue its efforts to permit the Combined Lake shall also terminate.

b. Until such time as the LBP Combined Lake Construction ERP is transferred to operational status, LBP shall perform and pay all fees and costs required to complete construction of the Combined Lake as permitted, including all construction and development of the Combined Lake required to obtain the transfer of the LBP Combined Lake Construction ERP from construction status to operational status. LBP shall also manage, perform and pay all costs of any interim maintenance and operational activities required with respect to the Combined Lake before the LBP Combined Lake Construction ERP is transferred to operational status by the SWFWMD. Once the SWFWMD has transferred the LBP Combined Lake Construction ERP to operational status as provided herein, LBP shall rerecord this Agreement in the Public Records of Manatee County, Florida - substituting **Exhibit "C"** attached hereto with the completed survey required by Paragraph 8 herein above, and thereafter, Cortez75W shall be responsible for the management of the maintenance and operation of the Combined Lake - but the costs of same shall be allocated and shared as provided in Paragraphs 4 and 11 herein, and all other provisions regarding the use, maintenance and operation of the Combined Lake shall apply and shall be operative and enforceable.

10. Maintenance and Operation of the Combined Lake. Cortez75W has transferred the responsibility for the management of the maintenance and operation of the Combined Lake to the Lake Flores Community Development District, a Chapter 190 FS Community Development District (hereinafter the "LFCDD") and as such the LFCDD will coordinate, organize, manage and oversee all activities necessary for the maintenance and operation of the Combined Lake. LFCDD shall, in anticipation of the performance of its duties herein, initially provide to Long Bar Point by no later than 60 days prior to the completion of construction of the Combined Lake, the plan for the maintenance and operation of the Combined Lake during the initial calendar year, including all costs to be incurred in connection with same (the "Initial Management Plan and Budget"). Long Bar Point shall have 30 days from receipt of same for its reasonable review and approval. The LFCDD shall thereafter provide to Long Bar Point annually, and by no later than sixty (60) days prior to the end of each calendar year, the plan for maintenance and operation of the Combined Lake for the following calendar year including all costs to be incurred in connection with the limited recreational use of the Combined Lake, if any, (the "Annual Management Plan and Budget"). The Initial Management Plan and Budget and each Annual Management Plan and Budget thereafter, will address and otherwise comply and be consistent with the standards and requirements of any permits issued for the construction and use of the Combined Lake, and with the current standards published by the Southwest Florida Water Management District and Manatee County regarding maintenance and operation of stormwater ponds and lakes. Long Bar Point may object to any item contained in the Initial Management Plan and Budget, and any Annual Management Plan and Budget thereafter, but must do so in writing within thirty (30) days from receipt of same, specifying the deficiency noted and the proposed alternative costs or management protocol to be added or eliminated.

11. Reimbursement of Shared Costs. Cortez75W agrees to reimburse Long Bar Point for its pro-rata share of the costs of the survey of the Combined Lake. In like manner, Long Bar Point agrees to reimburse and pay it's pro-rata share of the costs and fees for maintenance and operation of the Combined Lake, excluding those costs and fees incurred in the event that only one Party and not both grants access to and limited recreational use of the Combined Lake to its residents, which costs and fees shall be separately accounted for and be the responsibility of the Party granting such access and limited recreational use pursuant to Paragraph 7 above. The costs for maintenance and operation of the Combined Lake shall be based on the percentage of property each Party owns within the surveyed boundary of the Combined Lake. This pro-rata determination shall be made at the time the survey is completed. The Parties hereto agree that all charges to Cortez75W for surveying services and to Long Bar Point for the maintenance and operation of the Combined Lake provided for under this Agreement shall be based on the actual costs incurred and will not include any management fees by either party nor any allowance or margin for profit to either party. Because Cortez75W has formed the LFCDD, the LFCDD will submit to Long Bar Point a copy of any invoice for which Long Bar Point is obligated to pay its pro rata share, within thirty (30) days after receipt of such invoice from the contractor providing same, and Long Bar Point will remit payment for its pro-rata share of all costs and fees incurred by the LFCDD within thirty (30) days of receipt of any such invoice delivered pursuant to this Paragraph provided such invoice is consistent with the budgeted amount for such service(s) as set forth in the Initial Management Plan or Annual Management Plan and Budget thereafter. Any deviation that exceeds five (5) percent of any line item in any approved Initial Management Plan or Budget or approved Annual Management Plan and Budget, may be rejected by Long Bar Point, but Long Bar Point will in any case remain liable to pay the budgeted amount for such item within thirty (30) days of receipt of such invoice.

12. Formation of CDDs and Ability to Amend this Agreement. Each Party will form a Chapter 190, F.S., Community Development District ("CDD") and upon doing so will transfer control of the portion of the Combined Lake it owns to the CDD. As of the recording of this instrument, Cortez75W has formed the LFCDD and as such, its performance obligations relative to the formation of a CDD are acknowledged and accepted by Long Bar Point. It is anticipated that the two CDDs will enter into an Interlocal Agreement that will require the CDDs to develop and approve an annual maintenance and operating budget, based on the percentage of the Combined Lake on that Party's property and payment for such work shall be between the two CDDs. Because the Combined Lake will be managed and operated by the LFCDD, the rights duties and responsibilities for the ongoing administration, management and maintenance of the Combined Lake shall be as set forth in the Interlocal Agreement that will supersede this Agreement. The CDDs to be formed by the Parties may, in their discretion and agreement, modify, change or supplement the provisions of this Agreement to conform to the desires of the collective Boards of Supervisors of the two CDDs, but until such changes are made, the terms of this Agreement shall control.

13. Notice. All notices, payments, and invoices pertaining to or affecting this Agreement ("Notice") shall be in writing and served in person or by certified mail, overnight or express mail services to the Parties at the addresses provided below:

Long Bar Pointe, LLLP 1651 Whitfield Avenue Suite 200 Sarasota, Florida 34243	Cortez75W Investors c/o Jim Motta Lake Flores Land Company 8116 Cortez Road West Bradenton, FL 34210

Either Party shall be entitled to specify any other address as its proper address for the purposes of this Agreement upon Notice to the other party.

14. Taxes. Each Party will be solely responsible for and shall pay any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the portion of the Combined Lake it owns in fee.

15. Terms and Restrictions. The Parties shall insert the terms and restrictions of this Agreement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which a Party divests itself of any interest in the Combined Lake.

16. Assignment. This Agreement shall be binding upon the Parties and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any rights or obligations hereunder without first obtaining the prior written consent of: (1) the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; and, (2) and any lenders, if required.

17. Modifications. This Agreement may be amended only by written agreement between the Parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Manatee County, Florida.

18. Dispute Resolution Procedures. In the event a dispute arises between the Parties concerning terms of this Agreement, the Parties shall meet to discuss and attempt to resolve any dispute regarding any such matters. The meeting shall occur as expeditiously as possible following receipt of notice of any dispute, but in no event later than thirty (30) days following receipt of such notice. The Parties will utilize good faith and best efforts to resolve any such dispute by mutual agreement. Any dispute not able to be resolved after a good faith effort to do so may be submitted to litigation before a court of competent jurisdiction in Manatee County, Florida.

19. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties shall perform all obligations pursuant to this Agreement in accordance with all applicable codes, laws, rules, regulations, orders, and standards, of federal, state, regional, county, and municipal

governmental agencies and all standards, rules, regulations, permits, approvals, and orders issued by such agencies.

20. **Severability.** If any provision or part of this Agreement is held invalid, the invalidity does not affect other provisions or parts of this Agreement.

21. **No Third Party Beneficiary.** This Agreement is intended solely for the benefit of Long Bar Pointe and Cortez75W, their successors and assigns, and no right or cause of action shall accrue under this Agreement to the benefit of any third party not a signatory to this Agreement.

22. **No Dedication.** No right of access by the general public to any portion of the Combined Lake is conveyed by this Agreement.

23. **Complete Agreement.** The written form of this Agreement supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, made with regard to the matters addressed by this Agreement. The terms herein contained shall bind and inure to the benefit of the Parties, its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by each Party as of the date first set forth above.

Signed, sealed and delivered
In the presence of:

JOE VILLARREAL
Signature of Witness
Print Name:

Signature of Witness
Print Name: MARGO HOLEMAN

LONG BAR POINTE, LLLP, a Florida Limited Liability Limited Partnership

By: Long Bar GP LLC, its General Partner

By: _____

Carlos M. Beruff, its authorized Manager

Date: June 10th 2022

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence this 10th day of ~~May~~ June, 2022, by Carlos M. Beruff, as Authorized Manager of Long Bar GP LLC, General Partner on behalf of Long Bar Pointe, LLLP, a Florida limited liability partnership, and

who is [✓] personally known to me or [ ] produced the following identification: N/A.

Denise L. Rodriguez
Print Name: Denise L. Rodriguez (SEAL)
Notary Public-State of Florida
Commission Number: GG 335790
My Commission Expires: 9/15/2023

DENISE L. RODRIGUEZ
MY COMMISSION # GG 335790
EXPIRES: September 15, 2023
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered
In the presence of:

Signature of Witness
Print Name: Keshav Prabhu-Schlosser

Signature of Witness
Print Name: Shiva Oli

CARGOR PARTNERS VIII – LONG BAR POINTE, LLLP, a Florida Limited Liability Limited Partnership

By: Cargor Partners VIII-Long Bar Pointe, LLC, A Florida Limited Liability Company, its General Partner

By: _____
Michael J. Jacobson, its authorized Manager

Date: 6/6/22

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of physical presence this 6th day of ~~May~~ June, 2022, by Michael J. Jacobson, as Authorized Manager of Cargor Partners VIII-Long Bar Pointe, LLC, General Partner on behalf of Cargor Partners VIII-Long Bar Pointe, LLLP , a Florida limited liability limited partnership, and who is [ ] personally known to me or [X] produced the following identification: MA DRIVERS LICENSE

Print Name: Keshav Prabhu-Schlosser
Notary Public-Commonwealth of MA
Commission Number: _____
My Commission Expires: 01/12/2029

KESHAV PRABHU-SCHLOSSER
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES JANUARY 12, 2029

Signed, sealed and delivered
In the presence of:

Signature of Witness
Print Name: Sharon DeAngelo

Signature of Witness
Print Name: Judith Hattier

Lake Flores Community Development District, a Chapter 190, F.S., Community Development District

By: _____
Gary Walker, its Chairman of the Board of Supervisors

Date: June 17, 2022

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence this 17 day of ~~May~~ June, 2022, by Gary Walker, as ** of Lake Flores Community Development District, a Chapter 190, F.S., Community Development District, and who is [✓] personally known to me or [ ] produced the following identification:

** Chairman of the Board of Supervisors

Print Name: Judith Hattier
Notary Public-State of Florida
Commission Number: HH 128121
My Commission Expires: July 11, 2023

(SEAL)

Signed, sealed and delivered
In the presence of:

Signature of Witness
Print Name: Sharon DeAngelo

Signature of Witness
Print Name: Judith Hattier

CORTEZ75W INVESTORS, LLC, a Delaware Limited Liability Company

By: _____
Jim Motta, Authorized Agent

Date: 6/17/22

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence this 17 day of June 2022, by Jim Motta, as authorized Manager of Cortez75W Investors LLC a Delaware Limited Liability Company, and who is [ ] personally known to me or [ ] produced the following identification: _____.

Print Name: Judith Hattier
Notary Public-State of Florida
Commission Number: _____
My Commission Expires: _____

JUDITH HATTIER
MY COMMISSION EXPIRES
JULY 13, 2025
#HH 129121
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

2

EXHIBIT A

LBP LLP LEGAL DESCRIPTION

NOTE: THE LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY LBP.

CPC
CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5960
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

DATE:	04/10/18
DRAWN BY:	JDF
CHECKED BY:	JDF

EXHIBIT A

MANATEE COUNTY, FL

COVER

FROM THE SOUTHEAST CORNER OF THE N.W.1/4 OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE N.01°05'49"E., ALONG THE EAST LINE OF THE SAID N.W.1/4, A DISTANCE OF 58.07 FEET TO THE POINT OF BEGINNING; THENCE S.48°13'52"W., A DISTANCE OF 925.95 FEET; THENCE N.46°11'37"W., A DISTANCE OF 2411.43 FEET; THENCE N. 43°48'23"E. A DISTANCE OF 960.15 FEET; THENCE N.69°05'28"E., A DISTANCE OF 593.95 FEET TO NORTH LINE OF SOUTH 1/2 OF THE N.W.1/4 OF SAID SECTION 18; THENCE S.89°32'32"E., ALONG SAID NORTH LINE, A DISTANCE OF 1198.74 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY (100 FOOT WIDE) AS RECORDED IN OR BOOK 703, PAGE 731, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.01°05'49"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 333.84 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 1300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE AFORESAID EXISTING RIGHT OF WAY LINE AND THE PROPOSED SOUTHWESTERLY RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY, THROUGH A CENTRAL ANGLE OF 57°40'05", A DISTANCE OF 1308.45 FEET; THENCE S.48°13'52"W., A DISTANCE OF 756.85 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 102.37 ACRES, MORE OR LESS

FROM A LIGHTERWOOD POST FOUND AT THE N.W. CORNER OF U.S. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, RUN S.89°13'41"E., (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID U.S. LOT 1, A DISTANCE OF 725.30 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE S.89°13'41"E., ALONG SAID NORTH LINE, A DISTANCE OF 613.16 FEET TO THE N.E. CORNER THEREOF; THENCE S.00°28'00"W., ALONG THE EAST LINE OF SAID U.S. LOT 1, A DISTANCE OF 676.04 FEET; THENCE S.69°05'28"W., A DISTANCE OF 524.00 FEET; THENCE S.43°48'23"W., A DISTANCE OF 866.88 FEET; THENCE N.46°11'37"W., A DISTANCE OF 1103.44 FEET; THENCE N.59°08'19"E., A DISTANCE OF 1569.79 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN U.S. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AND SECTION 13, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT OT EASMENTS, RIGTH-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 36.72 ACRES, MORE OR LESS.

FROM A LIGHTERWOOD POST FOUND AT THE N.W. CORNER OF US. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, RUN S.89°13'41"E., (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID U.S. LOT 1, A DISTANCE OF 668.10 FEET TO THE POINT OF BEGINNING; THENCE S. 59°08'19"W., A DISTANCE OF 1529.31 FEET; THENCE N.46°11'37"W., A DISTANCE OF 598.81 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SECTION 7, SAID TOWNSHIP AND RANGE, AS SURVEYED BY THE FLORIDA STATE ROAD DEPARTMENT IN 1949, AND AS SHOWN ON THE RIGHT

OF WAY MAPS FOR S.R. 654 (CORTEZ ROAD) SECTION 1304-201; THENCE N.00°21'23"E., ALONG THE SAID WEST LINE OF SECTION 7, AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1713.02 FEET TO INTERSECT THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED BOOK 348, PAGE 36, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.89°21'37"E., ALONG SAID NORTH LINE A DISTANCE OF 1091.97 FEET TO A FOUND CONCRETE MONUMENT; THENCE S.00°27'44"W., A DISTANCE OF 655.34 FEET; THENCE S.89°15'15"E., A DISTANCE OF 665.10 FEET TO A FOUND CONCRETE MONUMENT; THENCE S.01°29'35"W., A DISTANCE OF 667.08 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AND SECTION 13, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

SUBJECT TO PERTINENT EASEMENTS, RIGHT-OF-WAS AND RESTRICTIONS OF RECORD

CONTAINING 61.17 ACRES, MORE OR LESS.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS, THE FOLLOWING PARCEL OF LAND PREVIOUSLY DEEDED TO MANATEE COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN PARCEL F, AS RECORDED IN OFFICIAL RECORD BOOK 1534, PAGE 2605, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND LYING IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 18; THENCE S.01°05'02"W., ALONG THE EAST LINE OF SAID NORTHWEST 1/4, ALSO BEING THE CENTER LINE OF EL CONQUISTADOR PARKWAY (100-FOOT WIDE PUBLIC RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 703, PAGE 731, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 667.84 FEET; THENCE N 89°33'23"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED EL CONQUISTADOR PARKWAY; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) CALLS; (1) THENCE S 01°05'02" W, A DISTANCE OF 334.77 FEET TO A POINT OF CURVATURE OF .A CURVE TO THE LEFT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 57°40'29"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,308.59 FEET TO THE END OF SAID CURVE, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF THE ABOVE MENTIONED PARCEL F; THENCE S 48°13'01"W., ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 10.34 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.33°31'30"E, A RADIAL DISTANCE OF 1,310.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, LYING 10.00 FEET WESTERLY OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY, THROUGH A CENTRAL ANGLE OF 57°33'32", AN ARC LENGTH OF 1,316.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.01°05'02"E, 10.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 334.66 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE MENTIONED PARCEL F; THENCE S 89°33'23"E, ALONG SAID NORTH PARCEL LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF A PARCEL
LYING IN SECTIONS 17 & 20, T-35-S, R-17-E,
MANATEE COUNTY FLORIDA

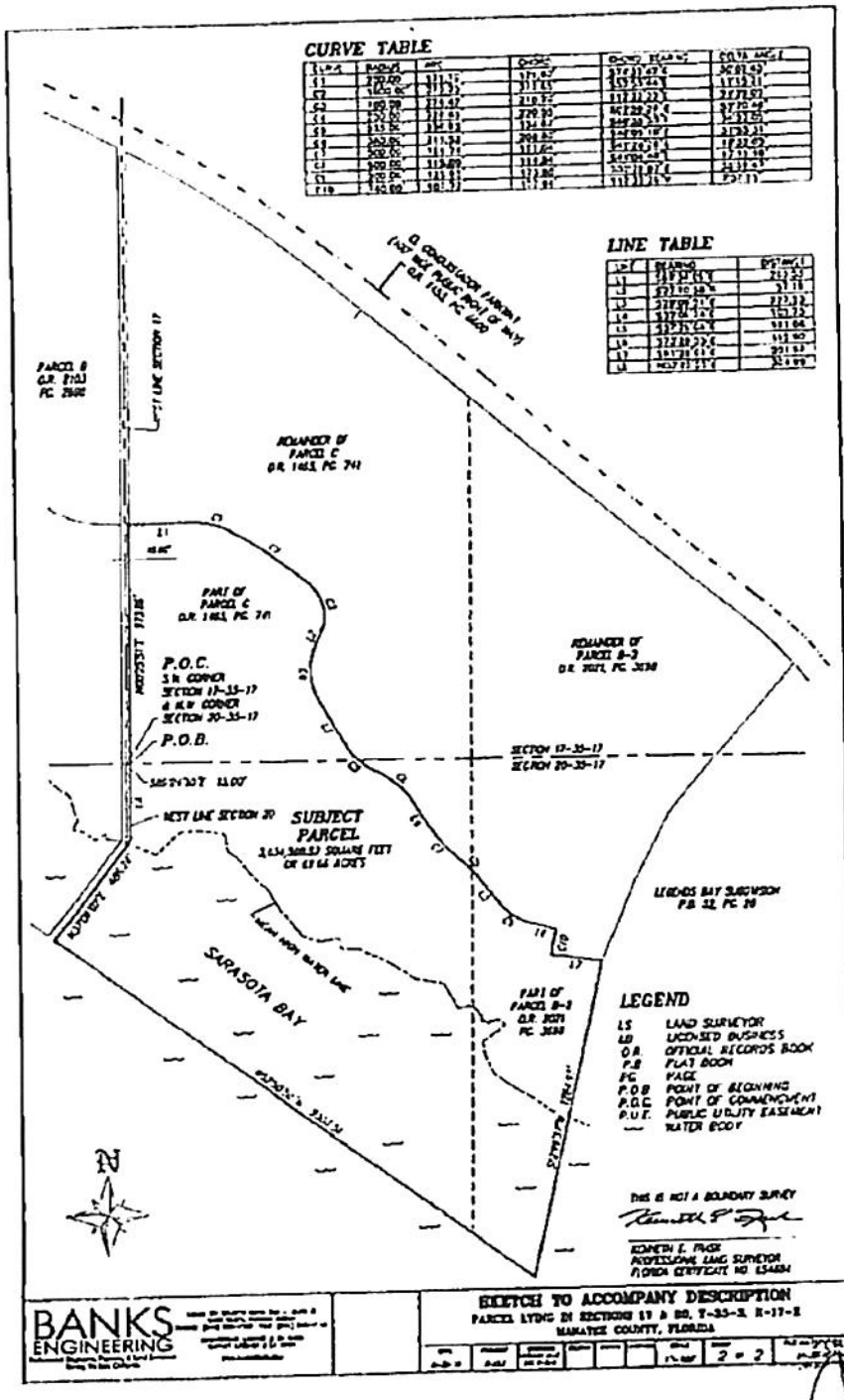
(PARCEL "B-C" MULTI FAMILY)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 17 AND 20, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, AND OFFICIAL RECORDS BOOK 1465, PAGE 741 MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S.89°24'10"E. FOR 15.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°25'51"E., PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 973.86 FEET; THENCE S.89°34'09"E. FOR 263.53 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 30°02'45", CHORD BEARING S.74°32'41"E., CHORD DISTANCE OF 129.60 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 131.10 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, DELTA ANGLE OF 15°15'21", CHORD BEARING S.53°53'44"E., CHORD DISTANCE OF 372.65 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.25 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 71°27'01", CHORD BEARING S.12°32'33"E., CHORD DISTANCE OF 210.20 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 224.47 FEET; THENCE S.23°10'58"W. FOR 57.28 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 52°20'49", CHORD BEARING S.01°59'26"E., CHORD DISTANCE OF 220.55 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 228.41 FEET; THENCE S.29°09'51"E. FOR 227.23 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, DELTA ANGLE OF 34°52'05", CHORD BEARING S.46°35'53"E., CHORD DISTANCE OF 134.82 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 136.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, DELTA ANGLE OF 21°53'31", CHORD BEARING S.48°05'10"E., CHORD DISTANCE OF 208.80 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 211.52 FEET; THENCE S.32°08'24"E. FOR 105.75 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 18°32'03", CHORD BEARING S.41°24'26"E., CHORD DISTANCE OF 161.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 161.74 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 13°11'19", CHORD BEARING S.44°04'48"E., CHORD DISTANCE OF 114.84 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 115.09 FEET; THENCE S.37°29'01"E. FOR 341.06 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, DELTA ANGLE OF 35°59'47", CHORD BEARING S.55°29'02"E., CHORD DISTANCE OF 123.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 125.65 FEET; THENCE S.73°28'55"E. FOR 115.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 740.00 FEET, DELTA ANGLE OF 07°57'11", CHORD BEARING S.32°32'29"W., CHORD DISTANCE OF 102.64 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 102.72 FEET; THENCE S.81°26'06"E. FOR 201.66 FEET TO THE BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 26, SAID PUBLIC RECORDS; THENCE S.12°19'31"W. ALONG SAID SUBDIVISION BOUNDARY FOR 1284.93 FEET; THENCE N.52°50'58"W. ALONG THE BOUNDARY OF SAID PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, AND OFFICIAL RECORDS BOOK 1465, PAGE 741 FOR 2303.56 FEET; THENCE N.37°09'01"E., ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1465, PAGE 741 FOR 486.74 FEET; THENCE N.00°25'55"E. PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 20, FOR 304.99 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 3034598.52 SQUARE FEET OR 69.66 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N.00°25'51"E.


CURVE TABLE
LINE TABLE
P.O.C.
P.O.B.
SUBJECT PARCEL
SARASOTA BAY
LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.U.E. PUBLIC UTILITY EASEMENT
WATER BODY
THIS IS NOT A BOUNDARY SURVEY
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION
MANATEE COUNTY, FLORIDA

DESCRIPTION OF A PARCEL
LYING IN SECTION 18, T-33-S, R-17-E,
MANATEE COUNTY FLORIDA

(PARCEL "D-E" MULTI-FAMILY)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 18, TOWNSHIP 33 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4246, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE N.89°24'10"W. FOR 15.00 FEET TO THE POINT OF BEGINNING; THENCE S.00°25'51"W. PARALLEL WITH AND 15.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 19 FOR 293.32 FEET; THENCE S.37°09'02"W. ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696 FOR 476.78 FEET; THENCE N.52°50'58"W. ALONG THE BOUNDARY OF SAID PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4246 FOR 861.98 FEET; THENCE N.46°12'26"W. ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1724, PAGE 4246 FOR 3339.52 FEET; THENCE N.41°13'01"E. ALONG SAID BOUNDARY FOR 1403.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 313.54 FEET, DELTA ANGLE OF 17°16'33", CHORD BEARING S.47°08'57"E., CHORD DISTANCE OF 94.22 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 94.57 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 713.47 FEET, DELTA ANGLE OF 24°30'09", CHORD BEARING S.26°13'24"E., CHORD DISTANCE OF 302.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 305.12 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1659.42 FEET, DELTA ANGLE OF 19°14'31", CHORD BEARING S.23°33'35"E., CHORD DISTANCE OF 554.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 557.29 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 01°52'54", CHORD BEARING S.34°09'18"E., CHORD DISTANCE OF 10.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 10.18 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2458.42 FEET, DELTA ANGLE OF 14°57'12", CHORD BEARING S.41°34'21"E., CHORD DISTANCE OF 650.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 652.04 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 35°25'06", CHORD BEARING S.67°45'30"E., CHORD DISTANCE OF 188.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 191.63 FEET; THENCE S.85°28'03"E. FOR 260.30 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 26°55'07", CHORD BEARING S.72°00'29"E., CHORD DISTANCE OF 162.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 164.44 FEET; THENCE S.58°32'56"E. FOR 264.91 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 29°13'37", CHORD BEARING S.43°56'07"E., CHORD DISTANCE OF 176.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 178.54 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 822.62 FEET, DELTA ANGLE OF 26°02'47", CHORD BEARING S.42°20'43"E., CHORD DISTANCE OF 370.75 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, DELTA ANGLE OF 34°12'03", CHORD BEARING S.72°28'08"E., CHORD DISTANCE OF 220.56 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 223.84 FEET; THENCE S.89°34'09"E. FOR 39.72 FEET; THENCE S.00°25'51"W. PARALLEL WITH AND 15.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18 FOR 973.76 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4744127.18 SQUARE FEET OR 108.91 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID EAST LINE OF SECTION 18 AS BEARING S.00°25'51"W.

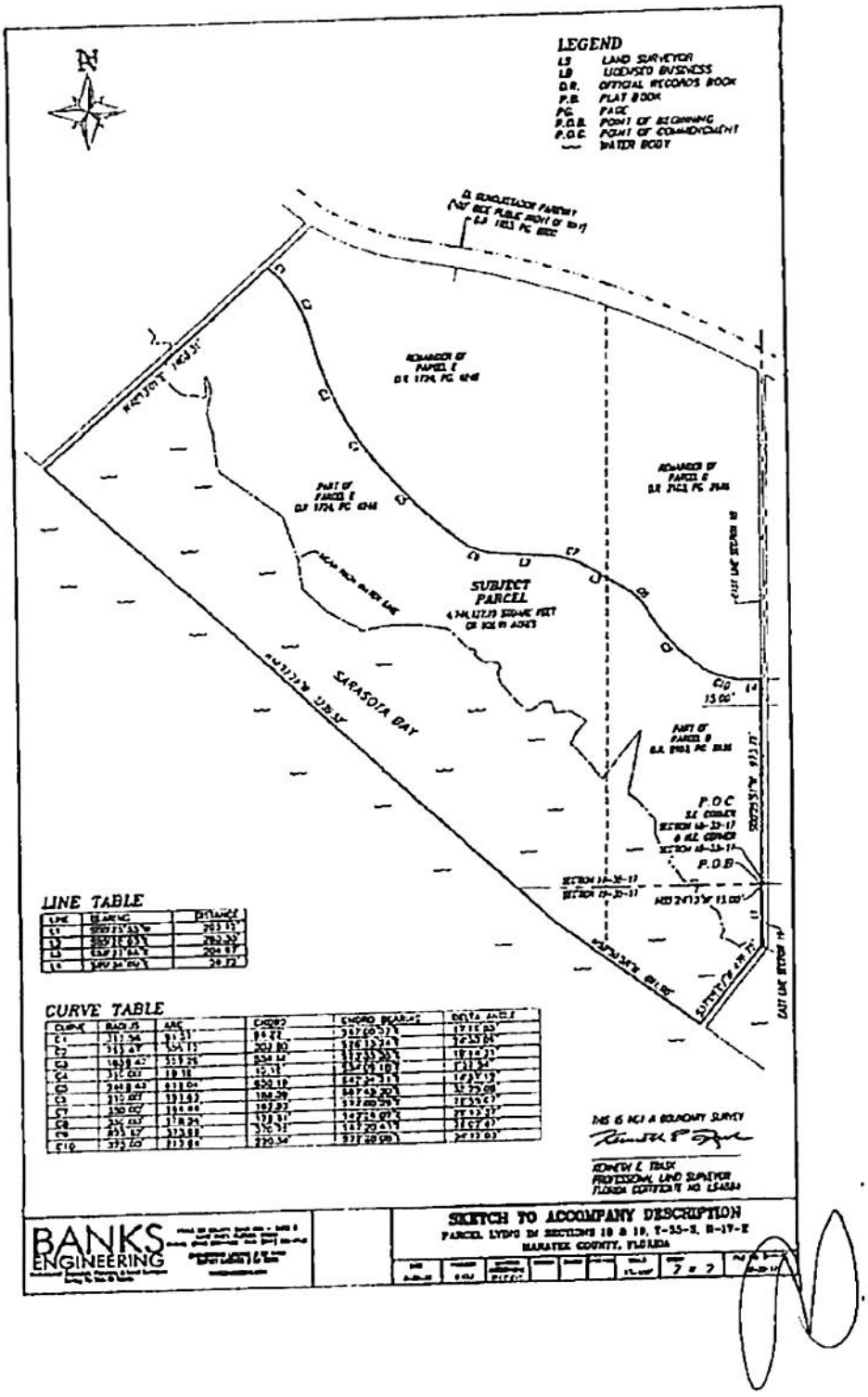

LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
WATER BODY
SUBJECT PARCEL
SARASOTA BAY
P.O.C.
P.O.B.
LINE TABLE
CURVE TABLE
THIS IS NOT A BOUNDARY SURVEY
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION
MANATEE COUNTY, FLORIDA
2 of 2

EXHIBIT A (CONTINUED)

CARGO PARTNERS VIII – LONG BAR POINTE LLLP LEGAL DESCRIPTION

NOTE: THE LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY LBP.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 860-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

DATE:	04/10/18
DRAWN BY:	JDF
CHECKED BY:	JDF

EXHIBIT A

MANATEE COUNTY, FL

COVER

DESCRIPTION OF A PARCEL
LYING IN SECTIONS 17 & 20, T-35 S, R-17-E,
MANATEE COUNTY FLORIDA

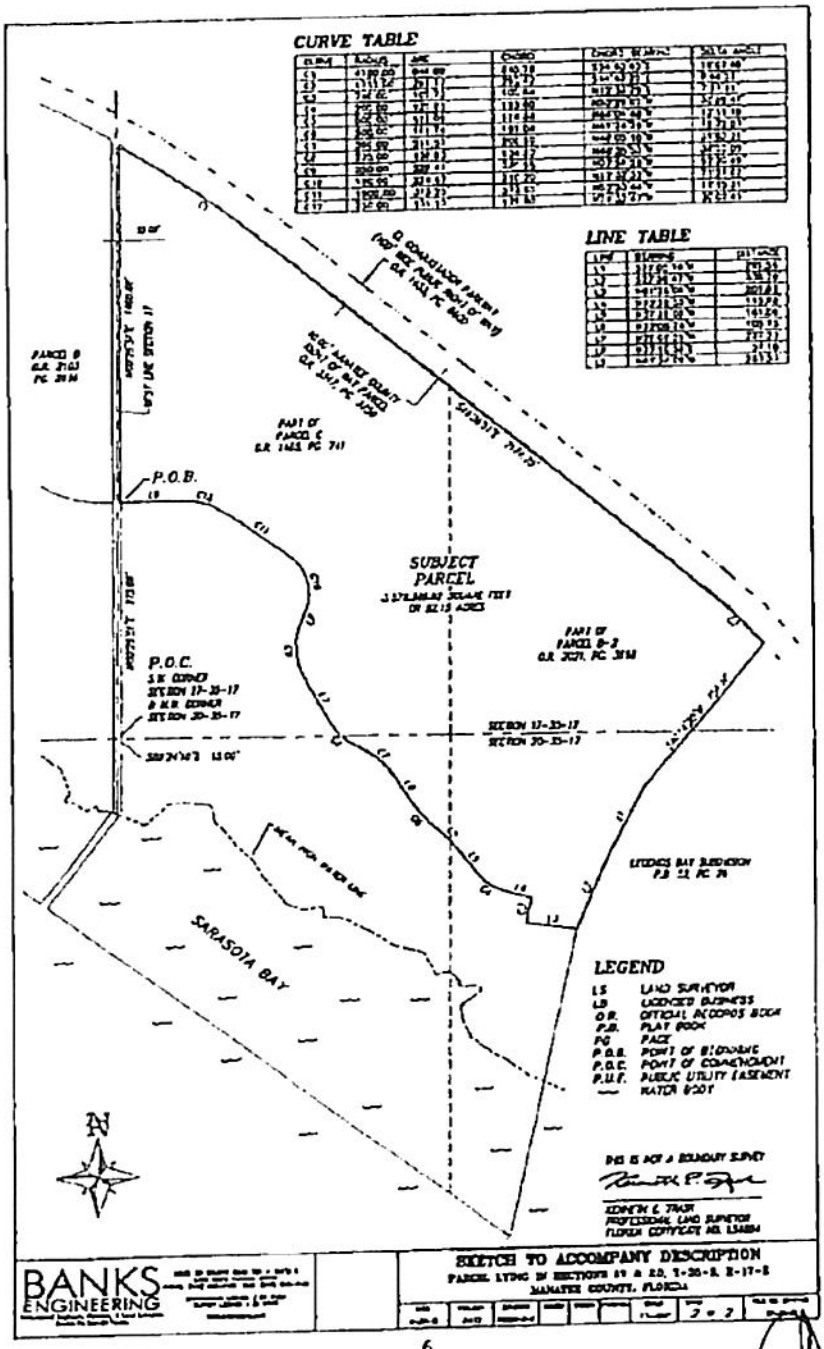
(PARCEL "B-C")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 17 AND 20, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, AND OFFICIAL RECORDS BOOK 1468, PAGE 741 MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20; THENCE S 89°34'10"E FOR 13.00 FEET; THENCE N 00°25'51"E., PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 973.85 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°25'51"E ALONG SAID PARALLEL LINE FOR 1410.89 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2349, PAGE 3750, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4190.00 FEET, DELTA ANGLE OF 10°07'48", CHORD BEARING S.54°40'45"E., CHORD DISTANCE OF 845.78 FEET, THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 846.58 FEET; THENCE S.49°36'51"E ALONG SAID BOUNDARY FOR 2174.75 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 1715.00 FEET, DELTA ANGLE OF 09°46'52", CHORD BEARING S 44°43'25"E., CHORD DISTANCE OF 292.42 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 292.77 FEET TO THE WESTERLY BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 26, SAID PUBLIC RECORDS; THENCE S 40°14'30"W. ALONG THE BOUNDARY OF SAID SUBDIVISION FOR 338.18 FEET, THENCE S.27°05'16"W. ALONG SAID SUBDIVISION BOUNDARY FOR 259.56 FEET; THENCE S.22°39'43"W. ALONG SAID SUBDIVISION BOUNDARY FOR 358.28 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY N.81°26'58"W. FOR 201.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, DELTA ANGLE OF 07°57'11", CHORD BEARING N 12°37'29"E., CHORD DISTANCE OF 102.64 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 102.72 FEET, THENCE N 73°28'55"W FOR 885.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, DELTA ANGLE OF 35°19'43", CHORD BEARING N.55°29'03"W., CHORD DISTANCE OF 333.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 123.65 FEET; THENCE N 37°29'08"W. FOR 140.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 13°11'19", CHORD BEARING N.44°04'48"W., CHORD DISTANCE OF 114.84 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 115.09 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 560.00 FEET, DELTA ANGLE OF 18°37'03", CHORD BEARING N.41°24'26"W., CHORD DISTANCE OF 181.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 181.74 FEET; THENCE N.32°05'54"W. FOR 105.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, DELTA ANGLE OF 31°53'31", CHORD BEARING N.48°05'10"W., CHORD DISTANCE OF 203.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 208.83 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET, DELTA ANGLE OF 34°52'05", CHORD BEARING N.46°39'53"W., CHORD DISTANCE OF 134.82 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 136.93 FEET, THENCE N.29°09'51"W. FOR 227.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 52°20'49", CHORD BEARING N 02°59'26"W., CHORD DISTANCE OF 220.55 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 228.41 FEET; THENCE N.23°10'51"E FOR 57.12 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 71°23'03", CHORD BEARING N 12°32'33"W., CHORD DISTANCE OF 210.20 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 224.27 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1900.00 FEET, DELTA ANGLE OF 11°15'26", CHORD BEARING N.53°53'44"W., CHORD DISTANCE OF 372.65 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 373.25 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 30°01'45", CHORD BEARING N.74°32'47"W., CHORD DISTANCE OF 129.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 131.10 FEET; THENCE N.89°34'09"W. FOR 283.33 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 3578388.82 SQUARE FEET OR 82.15 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N 00°25'51"E


CURVE TABLE
LINE TABLE
P.O.B.
P.O.C.
SUBJECT PARCEL
SARASOTA BAY
LEGEND
SKETCH TO ACCOMPANY DESCRIPTION
BANKS ENGINEERING

Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL
LYING IN SECTION 18, T-35-S, R-17-E,
MANATEE COUNTY FLORIDA

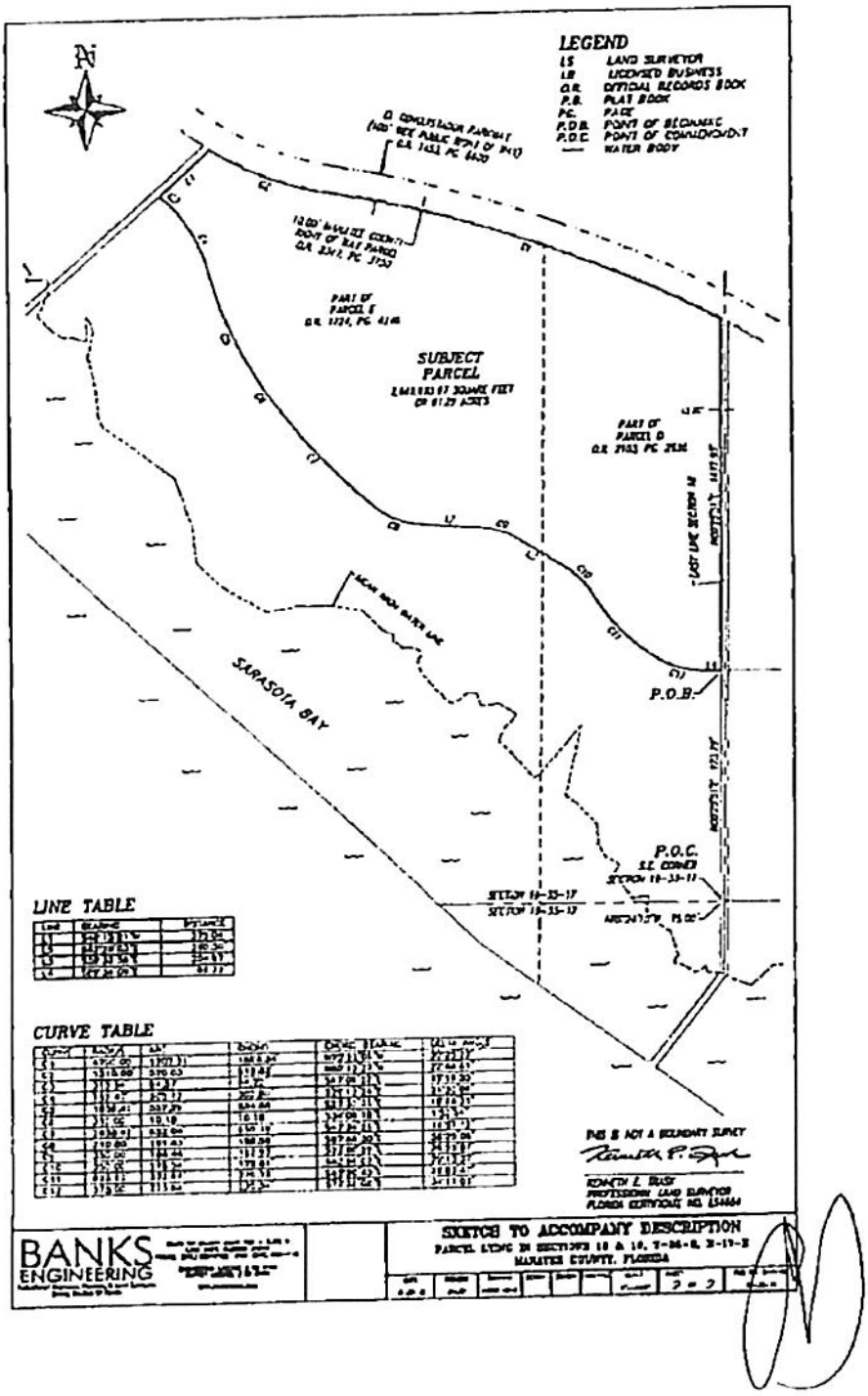
(PARCEL "D-E")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4248, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE N 89°24'10"W FOR 15.00 FEET; THENCE N 00°35'51"E., PARALLEL WITH AND 15.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18, FOR 973.78 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°35'51"E. ALONG SAID PARALLEL LINE FOR 1437.93 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2347, PAGE 3750, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4790.00 FEET, DELTA ANGLE OF 20°25'22", CHORD BEARING N.70°27'06"W., CHORD DISTANCE OF 1698.34 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 1707.38 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1310.00 FEET, DELTA ANGLE OF 22°44'41", CHORD BEARING N.69°12'27"W., CHORD DISTANCE OF 516.62 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 520.03 FEET TO THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1724, PAGE 4248, SAID PUBLIC RECORDS; THENCE S.48°13'01"W. ALONG SAID BOUNDARY FOR 275.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 313.54 FEET, DELTA ANGLE OF 17°16'55", CHORD BEARING S.47°06'57"E., CHORD DISTANCE OF 94.23 FEET; THENCE LEAVING SAID BOUNDARY, ALONG THE ARC OF SAID CURVE FOR 94.57 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 313.47 FEET, DELTA ANGLE OF 26°30'09", CHORD BEARING S.26°13'24"E., CHORD DISTANCE OF 302.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 303.12 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1659.42 FEET, DELTA ANGLE OF 19°14'31", CHORD BEARING S.23°35'33"E., CHORD DISTANCE OF 554.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 557.29 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 01°57'54", CHORD BEARING S.34°09'11"E., CHORD DISTANCE OF 10.18 FEET. THENCE ALONG THE ARC OF SAID CURVE FOR 10.18 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2498.42 FEET, DELTA ANGLE OF 14°57'12", CHORD BEARING S.42°34'21"E., CHORD DISTANCE OF 650.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 652.04 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 35°25'06", CHORD BEARING S.67°45'30"E., CHORD DISTANCE OF 188.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 191.63 FEET; THENCE S.85°28'03"E. FOR 260.30 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 26°55'07", CHORD BEARING S.71°00'29"E., CHORD DISTANCE OF 162.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 164.44 FEET; THENCE S.57°32'56"E FOR 204.97 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 29°11'37", CHORD BEARING S.43°56'07"E., CHORD DISTANCE OF 176.01 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 178.34 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 823.42 FEET, DELTA ANGLE OF 26°03'47", CHORD BEARING S.42°20'43"E., CHORD DISTANCE OF 370.75 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.56 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, DELTA ANGLE OF 34°12'03", CHORD BEARING S.72°38'08"E., CHORD DISTANCE OF 220.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 223.84 FEET; THENCE S.89°34'09"E. FOR 59.72 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2669695.97 SQUARE FEET OR 61.29 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N.00°25'51"E.


LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
WATER BODY
SUBJECT PARCEL
PART OF PARCEL E
PART OF PARCEL D
SARASOTA BAY
MEAN HIGH WATER LINE
EAST LINE SECTION 18
P.O.B.
P.O.C.
S.E. CORNER
SECTION 18-35-17
LINE TABLE
CURVE TABLE
THIS IS NOT A BOUNDARY SURVEY
KENNETH L. BANKS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. LS4464
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION
MANATEE COUNTY, FLORIDA

DESCRIPTION OF A PARCEL
LYING IN SECTION 20, T-35-S, R-17-E,
MANATEE COUNTY FLORIDA

(PARCEL "R-C" WATERFRONT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2031, PAGE 3698, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S 89°24'10"E FOR 15.00 FEET, THENCE N.00°25'51"E., PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 2434.74 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2247, PAGE 3750, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4750.00 FEET, DELTA ANGLE OF 10°07'48", CHORD BEARING S.34°40'43"E., CHORD DISTANCE OF 843.78 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 846.88 FEET; THENCE S 49°36'53"E ALONG SAID BOUNDARY FOR 2174.35 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 1715.00 FEET, DELTA ANGLE OF 09°46'52", CHORD BEARING S 44°43'25"E., CHORD DISTANCE OF 292.42 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 292.77 FEET TO THE WESTERLY BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 26, SAID PUBLIC RECORDS; THENCE S 40°14'30"W. ALONG THE BOUNDARY OF SAID SUBDIVISION FOR 758.18 FEET; THENCE S 23°05'16"W. ALONG SAID SUBDIVISION BOUNDARY FOR 299.56 FEET, THENCE S 22°39'47"W. ALONG SAID SUBDIVISION BOUNDARY FOR 338.28 FEET TO THE POINT OF BEGINNING, THENCE S 12°19'37"W. ALONG SAID SUBDIVISION BOUNDARY FOR 1284.93 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY N.52°30'28"W ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2033, PAGE 3691, FOR 303.12 FEET; THENCE N 00°24'48"E ALONG SAID BOUNDARY FOR 790.11 FEET; THENCE LEAVING SAID BOUNDARY N.56°36'38"E FOR 322.59 FEET, THENCE N.32°19'33"E. FOR 152.32 FEET, THENCE S.81°26'06"E FOR 201.66 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 395230.97 SQUARE FEET OR 9.07 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N 00°25'51"E

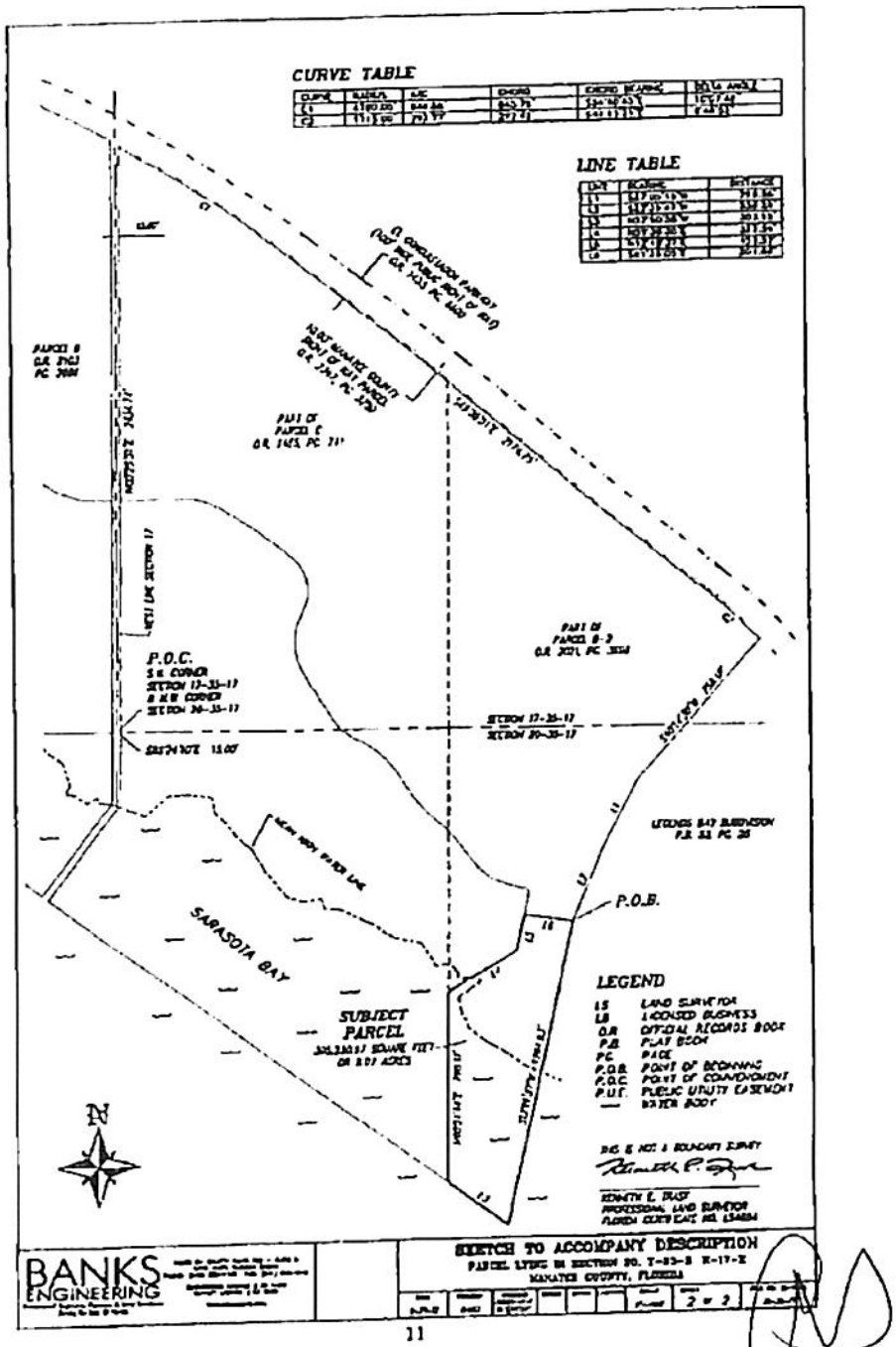

CURVE TABLE
LINE TABLE
P.O.C.
P.O.B.
SARASOTA BAY
SUBJECT PARCEL
LEGEND
SKETCH TO ACCOMPANY DESCRIPTION
BANKS ENGINEERING

EXHIBIT B

LAKE FLORES PROPERTY

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE: (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

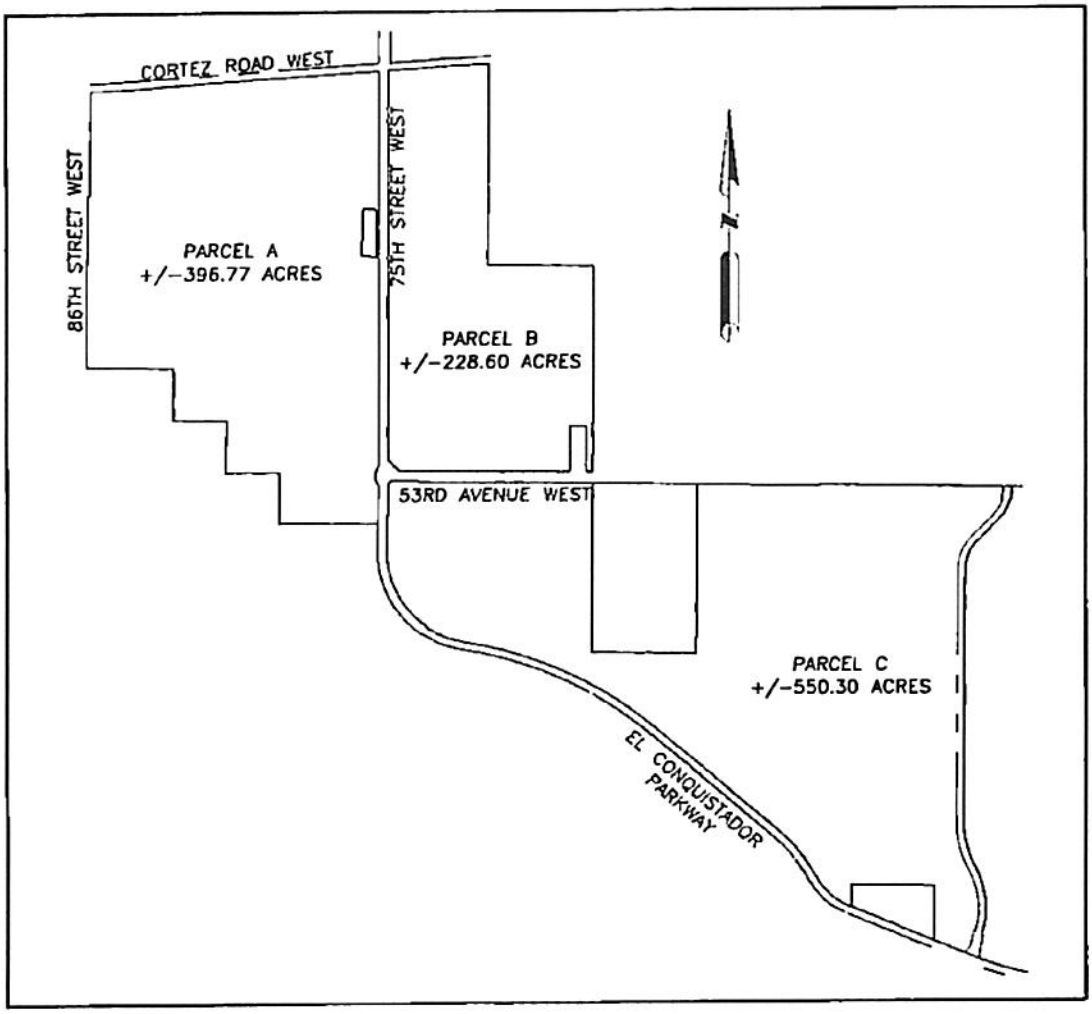
DATE	04/10/18
DRAWN BY:	JDF
CHECKED BY:	JDF

EXHIBIT B
LAKE FLORES PROPERTY

MANATEE COUNTY, FL

COVER

EXHIBIT B
Lake Flores Property



SHEET LAYOUT
NOT TO SCALE

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960 5580
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

NOTES:
1. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

Table Of Contents:
Sheet 1 of 6 - Exhibit
Sheet 2-6 of 6 - Legal description

Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B
LF LEGAL DESCRIPTION
Manatee County, FL

Sheet No	Of
1	5

Project No.:130217.01

EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL A

A PARCEL OF LAND LYING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH RANGE 17 EAST AND SECTION 13 TOWNSHIP 35 SOUTH, RANGE 16 EAST MANATEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N 89° 20' 44" W, A DISTANCE OF 60.00 FEET; THENCE N 00°13'41" E, A DISTANCE OF 97.20 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, PER THE DEED RECORDED IN OFFICIAL RECORDS BOOK 2277, PAGE 4330 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: S 31°24'16" W, A DISTANCE OF 74.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING OF S 04°24'49" E, AND A CHORD DISTANCE OF 134.60 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°38'10" FOR AN ARC DISTANCE OF 143.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 106.00 FEET, A CHORD BEARING OF S 19°34'32" E, AND A CHORD DISTANCE OF 74.79 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°18'45", FOR AN ARC DISTANCE OF 76.43 FEET TO THE POINT OF TANGENCY; THENCE RUN S 01°04'51" W, A DISTANCE OF 496.72 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE RUN N 89° 34'51" W, A DISTANCE OF 1269.70 FEET; THENCE N 00° 28' 43" E, A DISTANCE OF 676.10 FEET; THENCE N 89° 11' 08" W, A DISTANCE OF 670.43 FEET; THENCE N 01° 33' 27" E, A DISTANCE OF 667.20 FEET; THENCE N 89° 18' 42" W, A DISTANCE OF 665.21 FEET; THENCE N 00° 21'08" E, A DISTANCE OF 655.49 FEET; THENCE N 89° 14' 33" W, A DISTANCE OF 1091.98 FEET; THENCE ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF 86TH STREET WEST THE FOLLOWING THREE COURSES; N 00° 20' 18" E, A DISTANCE OF 2204.91 FEET; THENCE N 82° 54' 50" E, A DISTANCE OF 32.76 FEET; THENCE N 00° 39' 09" E, A DISTANCE OF 1342.75 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 02° 02' 38" W, AT A DISTANCE OF 7689.44 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY OF CORTEZ ROAD (FDOT SECTION 13040-2518) THROUGH A CENTRAL ANGLE OF 01° 46' 46", A DISTANCE OF 238.81 FEET TO A POINT OF TANGENCY; THENCE N 86° 10' 36" E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3003.74 FEET; THENCE N 86° 21' 26" E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 406.87 FEET; THENCE S 00° 13' 41" W, ALONG THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 2368.26 FEET; THENCE ALONG THE PERIMETER OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1237 PAGE 3176, THE FOLLOWING SIX COURSES, N 89° 46' 21" W, A DISTANCE OF 34.80 FEET; THENCE N 00° 07' 46" E, A DISTANCE OF 585.50 FEET; THENCE N 89° 50' 41" W, A DISTANCE OF 179.34 FEET; THENCE S 01° 22' 24" W, A DISTANCE OF 596.76 FEET; THENCE S 84° 14' 20" E, A DISTANCE OF 193.23 FEET; THENCE S 89° 46' 20" E, A DISTANCE OF 34.75 FEET; THENCE S 00° 13' 41" W, ALONG THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 2666.24 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 396.77 ACRES, MORE OR LESS.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960 5960
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

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Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B
LF LEGAL DESCRIPTION
Manatee County, FL

Sheet No.	Of
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Project No.:130217.01

EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL B

A PARCEL OF LAND LYING IN SECTIONS 7, TOWNSHIP 35 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N 00°25' 27" E, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°26' 33" W, ALONG THE NORTH RIGHT OF WAY LINE OF 53 AVENUE WEST, A DISTANCE OF 88.24 FEET; THENCE N 00°36'15" E, A DISTANCE OF 589.32 FEET; THENCE N 89° 20' 51" W, A DISTANCE OF 200.06 FEET; THENCE S 00° 35' 55" W, A DISTANCE OF 589.65 FEET; THENCE N 89° 26' 33" W, ALONG AFOREMENTIONED NORTH RIGHT OF WAY LINE, A DISTANCE OF 2154.18 FEET; THENCE N 44° 36' 54" W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 212.76 FEET; THENCE N 00° 13' 41" E, ALONG THE EAST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 4986.61 FEET TO THE SOUTH RIGHT OF WAY LINE OF CORTEZ ROAD; THENCE N 86° 21' 26" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 830.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 11409.16 FEET, A CHORD BEARING OF N 87°29'39" E, AND A CHORD DISTANCE OF 452.73 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE ALSO BEING SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°16'25" FOR AN ARC DISTANCE OF 452.76 FEET; THENCE S 00° 23' 35" W, A DISTANCE OF 2593.74 FEET; THENCE S 89° 21' 57" E, A DISTANCE OF 1327.62 FEET TO THE EAST LINE OF SECTION 7; THENCE S 00° 25' 27" W ALONG SAID SECTION LINE, A DISTANCE OF 2626.08 FEET TO THE POINT OF BEGINNING.
SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 228.60 ACRES, MORE OR LESS.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960 5580
ORLANDO, FLORIDA 32804
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EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL C – WEST PORTION

A PARCEL OF LAND LYING IN SECTION 17, 18 AND 20 TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE S 00° 21' 31" W, A DISTANCE OF 106.00 FEET TO THE POINT OF BEGINNING; BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE WEST AS RECORDED IN OFFICIAL RECORD BOOK 2580, PAGE 543 OF THE PUBLIC RECORD OF MANATEE COUNTY, FLORIDA; THENCE S 00° 25' 50" W DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 2222.65 FEET; THENCE S 89° 11' 59" E, A DISTANCE OF 1325.99 FEET; THENCE N 00° 25'15" E, A DISTANCE OF 2209.35 FEET A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: S 89° 03' 27" E A DISTANCE OF 1582.22 FEET; THENCE N 00° 01' 27" E A DISTANCE OF 12.00 FEET; THENCE S 89° 03' 27" E A DISTANCE OF 2393.41 FEET; THENCE S 89° 32' 55" E A DISTANCE OF 31.18 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN S 00°19'57" W, A DISTANCE OF 32.34 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 620.00 FEET, A CHORD BEARING OF S 07° 13' 06" W AND A CHORD LENGTH OF 148.66 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 46' 18" FOR AN ARC LENGTH OF 149.02 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE N 76° 49' 12" W A DISTANCE OF 10.00 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 610.00 FEET, A CHORD BEARING OF S 28° 46' 46" W AND A CHORD LENGTH OF 308.76 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 19' 13" FOR AN ARC LENGTH OF 312.16 FEE TO THE POINT OF TANGENCY; THENCE S 43° 26' 22" W A DISTANCE OF 246.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1010.00 FEET, A CHORD BEARING OF S 45° 41' 53" W AND A CHORD LENGTH OF 79.60 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 31' 00" FOR AN ARC LENGTH OF 79.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF S 24° 08' 55" W AND A CHORD LENGTH OF 484.40 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 36' 56" FOR AN ARC LENGTH OF 498.63 FEET TO THE POINT OF TANGENCY; THENCE S 00° 20' 27" W A DISTANCE OF 178.20 FEET; THENCE S 00° 20' 20" W A DISTANCE OF 3070.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET, A CHORD BEARING OF S 14° 25' 40" E AND A CHORD LENGTH OF 560.74 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 32' 00" FOR AN ARC LENGTH OF 567.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1140.00 FEET, A CHORD BEARING OF S 05° 53' 34" E AND A CHORD LENGTH OF 901.90 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 36' 11" FOR AN ARC LENGTH OF 927.25 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE S 80° 13' 56" E A DISTANCE OF 20.16 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1589.63 FEET, A CHORD BEARING OF S 13° 56' 32" W AND A CHORD LENGTH OF 231.42 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 20' 55" FOR AN ARC LENGTH OF 231.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S 05° 55' 53" E AND A CHORD LENGTH OF 40.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 10' 31" FOR AN ARC LENGTH OF 42.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING OF S 17° 32' 03" E AND A CHORD LENGTH OF 49.72 FEET;

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
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ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2916

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

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Checked By	JWQ

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EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL C – WEST PORTION (CONTINUATION)

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 58' 12" FOR AN ARC LENGTH OF 50.12 FEET TO A POINT ON A NORTHERLY RIGHT OF WAY LINE OF EL CONQUISTADOR PARKWAY AND TO A POINT ON A NON–TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5059.00 FEET, A CHORD BEARING OF N 68° 22' 23" W AND A CHORD LENGTH OF 260.88 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 57' 18" FOR AN ARC LENGTH OF 260.91 FEET TO THE POINT OF TANGENCY; THENCE N 66° 53' 44" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 376.28 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 00° 20' 30" E A DISTANCE OF 716.38 FEET; THENCE N 89° 23' 40" W A DISTANCE OF 1047.39 FEET; THENCE S 00° 22' 45" W A DISTANCE OF 281.65 FEET TO SAID RIGHT OF WAY LINE; THENCE N 66° 53' 44" W A DISTANCE OF 32.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF N 47° 21' 21" W AND A CHORD LENGTH OF 568.58 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 04' 46" FOR AN ARC LENGTH OF 579.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1825.00 FEET, A CHORD BEARING OF N 38° 42' 58" W AND A CHORD LENGTH OF 690.20 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 48' 00" FOR AN ARC LENGTH OF 694.38 FEET TO THE POINT OF TANGENCY; THENCE N 49° 36' 58" W A DISTANCE OF 2175.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4900.00 FEET, A CHORD BEARING OF N 65° 05' 52" W AND A CHORD LENGTH OF 2615.91 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 57' 48" FOR AN ARC LENGTH OF 2648.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A CHORD BEARING OF N 68° 35' 07" W AND A CHORD LENGTH OF 498.75 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 59' 19" FOR AN ARC LENGTH OF 502.42 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE THENCE N 33° 24' 33" E A DISTANCE OF 10.00 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1190.00 FEET, A CHORD BEARING OF N 27° 45' 18" W AND A CHORD LENGTH OF 1147.88 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 40' 18" FOR AN ARC LENGTH OF 1197.81 FEET TO THE POINT OF TANGENCY; THENCE N 01° 04' 51" E A DISTANCE OF 864.32 FEET; THENCE N 45° 49' 20" E A DISTANCE OF 75.83 FEET TO THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE WEST; THENCE S 89° 26' 33" E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 343.99 FEET; THENCE S 00° 00' 00" E A DISTANCE OF 20.00 FEET; THENCE S 89° 26' 32" E A DISTANCE OF 2195.80 FEET TO THE POINT OF BEGINNING

CONTAINING 550.319 ACRES, MORE OR LESS.

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ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
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Drawn By	LS
Checked By	JWQ

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EXHIBIT C

COMBINED LAKE SKETCH OF DESCRIPTION

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5550
ORLANDO FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2935

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

DATE:	04/10/18
DRAWN BY:	JDF
CHECKED BY:	JDF

EXHIBIT C
COMBINED LAKE SKETCH OF DESCRIPTION

MANATEE COUNTY, FL

COVER

SKETCH & LEGAL DESCRIPTION

LEGAL DESCRIPTION

A PORTION OF THAT PARCEL DESCRIBED IN DEED BOOK 207, PAGE 154 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. LYING IN SECTION 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 7; THENCE N 89° 13' 40" W A DISTANCE OF 1225.77 FEET TO THE POINT OF BEGINNING AND A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF S 52° 15' 54" E AND A CHORD LENGTH OF 28.65 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16° 28' 26", FOR AN ARC LENGTH OF 28.75 FEET TO THE POINT OF TANGENCY; THENCE S 60° 30' 07" E A DISTANCE OF 107.19 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF S 30° 15' 03" E AND A CHORD LENGTH OF 97.73 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60° 30' 07", FOR AN ARC LENGTH OF 102.43 FEET; THENCE S 00° 00' 00" E A DISTANCE OF 490.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING OF S 32° 12' 53" W AND A CHORD LENGTH OF 191.91 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64° 25' 45", FOR AN ARC LENGTH OF 202.41 FEET TO A POINT ON A COMPOUND CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 84.20 FEET, A CHORD BEARING OF N 79° 55' 24" W AND A CHORD LENGTH OF 98.14 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71° 17' 42", FOR AN ARC LENGTH OF 104.77 FEET; THENCE N 44° 16' 33" W A DISTANCE OF 227.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 285.00 FEET, A CHORD BEARING OF N 25° 36' 31" W AND A CHORD LENGTH OF 182.44 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 20' 04", FOR AN ARC LENGTH OF 185.71 FEET TO THE POINT OF TANGENCY; THENCE N 06° 56' 29" W A DISTANCE OF 293.91 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 135.00 FEET, A CHORD BEARING OF N 45° 33' 33" W AND A CHORD LENGTH OF 168.51 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 14' 08", FOR AN ARC LENGTH OF 181.98 FEET TO THE POINT OF TANGENCY; THENCE N 84° 10' 37" W A DISTANCE OF 316.31 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, A CHORD BEARING OF N 40° 38' 56" W AND A CHORD LENGTH OF 172.18 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87° 03' 23", FOR AN ARC LENGTH OF 189.93 FEET TO THE POINT OF TANGENCY; THENCE N 02° 52' 46" E A DISTANCE OF 264.65 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 345.00 FEET, A CHORD BEARING OF N 40° 42' 06" W AND A CHORD LENGTH OF 475.67 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87° 09' 44", FOR AN ARC LENGTH OF 524.84 FEET TO THE POINT OF TANGENCY;

NOTES:

1. THIS SKETCH AND DESCRIPTION IS NOT A BOUNDARY SURVEY.
2. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
3. THE LEGAL DESCRIPTION SHOWN HEREON WAS WRITTEN BY THIS SURVEYOR AT THE DIRECTION OF THE CLIENT
4. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE SOUTH LINE OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AS BEING NORTH 89° 13' 40" WEST

CERTIFICATION:
I HEREBY STATE THAT THIS SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF; AND THAT THIS SKETCH AND DESCRIPTION MEETS STANDARDS OF PRACTICE FOR FLORIDA SURVEYORS AND MAPPERS, AS SET FORTH IN CHAPTER 5J-17.05 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE: (407) 860 5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
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For the firm by:
James W. Quartel, P.S.M.
Professional Surveyor and Mapper
Florida License No. 6032

Date	10/15/2019
Drawn By	LS
Checked By	JDF

EXHIBIT C
COMBINED LAKE
SKETCH OF DESCRIPTION
MANATEE COUNTY, FL

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CAD FILE: 130217_DRAINAGESTRIPSN0.DWG

SKETCH & LEGAL DESCRIPTION

LEGAL DESCRIPTION (CONTINUATION)

THENCE N 84° 16' 58" W A DISTANCE OF 67.88 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING OF N 52° 26' 05" W AND A CHORD LENGTH OF 126.64 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63° 41' 46", FOR AN ARC LENGTH OF 133.40 FEET TO THE POINT OF TANGENCY; THENCE N 20° 35' 12" W A DISTANCE OF 13.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING OF N 35° 04' 48" E AND A CHORD LENGTH OF 198.18 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 111° 20' 00", FOR AN ARC LENGTH OF 233.18 FEET TO THE POINT OF TANGENCY; THENCE S 89° 15' 12" E A DISTANCE OF 405.87 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5.00 FEET, A CHORD BEARING OF N 44° 50' 54" E AND A CHORD LENGTH OF 7.18 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91° 47' 48", FOR AN ARC LENGTH OF 8.01 FEET TO THE POINT OF TANGENCY; THENCE N 01° 03' 00" W A DISTANCE OF 581.60 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF N 45° 29' 26" E AND A CHORD LENGTH OF 140.82 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93° 04' 51", FOR AN ARC LENGTH OF 157.58 FEET TO THE POINT OF TANGENCY; THENCE S 87° 58' 09" E A DISTANCE OF 57.55 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF S 43° 57' 45" E AND A CHORD LENGTH OF 134.78 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88° 00' 48", FOR AN ARC LENGTH OF 149.00 FEET TO THE POINT OF TANGENCY; THENCE S 00° 02' 39" W A DISTANCE OF 772.32 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 97.00 FEET, A CHORD BEARING OF S 17° 55' 26" E AND A CHORD LENGTH OF 59.85 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 56' 10", FOR AN ARC LENGTH OF 60.84 FEET TO THE POINT OF TANGENCY; THENCE S 35° 53' 31" E A DISTANCE OF 905.79 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF S 39° 57' 36" E AND A CHORD LENGTH OF 14.19 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 08' 09", FOR AN ARC LENGTH OF 14.20 FEET TO THE POINT OF BEGINNING.

SAID LANDS HAVING AN AREA OF 26.203 ACRES, MORE OR LESS.

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LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

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Sheet 1&2 of 4 - Legal description, Certification & Notes
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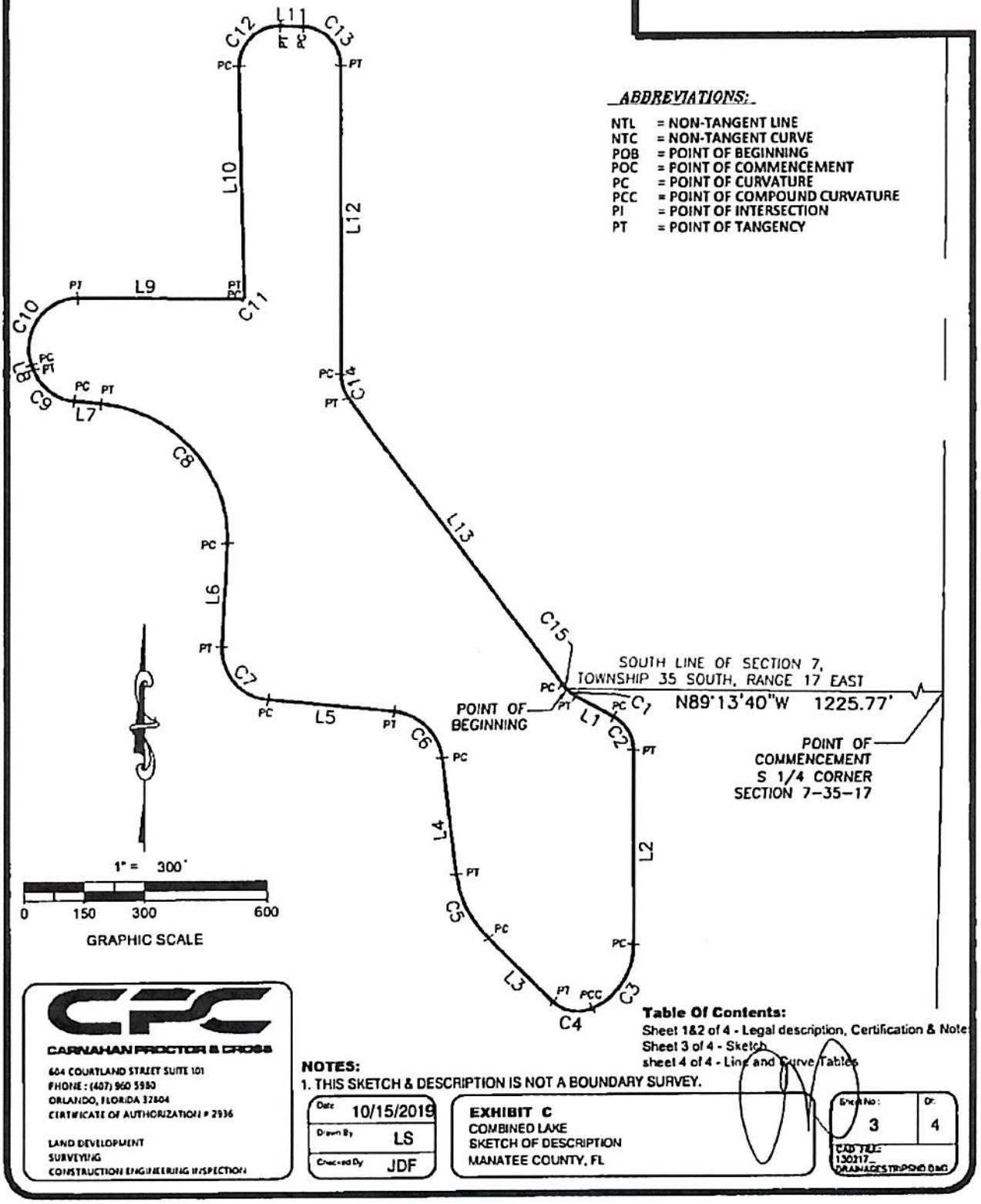
Date	10/15/2019
Drawn By	LS
Checked By	JDF

EXHIBIT C
COMBINED LAKE
SKETCH OF DESCRIPTION
MANATEE COUNTY, FL

Sheet No.	Of
2	4

CAD File: 130217_DRAINAGESTRIPSN3.DWG

SKETCH & LEGAL DESCRIPTION



ABBREVIATIONS:

NTL	= NON-TANGENT LINE
NTC	= NON-TANGENT CURVE
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PI	= POINT OF INTERSECTION
PT	= POINT OF TANGENCY

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960 5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

NOTES:
1. THIS SKETCH & DESCRIPTION IS NOT A BOUNDARY SURVEY.

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CAD File: 130217_DRAINAGESTRIPSNO.DWG

LINE AND CURVE TABLES

CURVE TABLE					
CURVE	LENGTH	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	28.75'	100.00'	16°28'26"	S52°15'54"E	28.65'
C2	102.43'	97.00'	60°30'07"	S30°15'03"E	97.73'
C3	202.41'	180.00'	64°25'45"	S32°12'53"W	191.91'
C4	104.77'	84.20'	71°17'42"	N79°55'24"W	98.14'
C5	185.71'	285.00'	37°20'04"	N25°36'31"W	182.44'
C6	181.98'	135.00'	77°14'08"	N45°33'33"W	168.51'
C7	189.93'	125.00'	87°03'23"	N40°38'56"W	172.18'
C8	524.84'	345.00'	87°09'44"	N40°42'06"W	475.67'
C9	133.40'	120.00'	63°41'46"	N52°26'05"W	126.64'
C10	233.18'	120.00'	111°20'00"	N35°04'48"E	198.18'
C11	8.01'	5.00'	91°47'48"	N44°50'54"E	7.18'
C12	157.58'	97.00'	93°04'51"	N45°29'26"E	140.82'
C13	149.00'	97.00'	88°00'48"	S43°57'45"E	134.78'
C14	60.84'	97.00'	35°56'10"	S17°55'26"E	59.85'
C15	14.20'	100.00'	8°08'09"	S39°57'36"E	14.19'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S60°30'07"E	107.19'
L2	S00°00'00"E	490.39'
L3	N44°16'33"W	227.60'
L4	N06°56'29"W	293.91'
L5	N84°10'37"W	316.31'
L6	N02°52'46"E	264.65'
L7	N84°16'58"W	67.88'
L8	N20°35'12"W	13.09'
L9	S89°15'12"E	405.87'
L10	N01°03'00"W	581.60'
L11	S87°58'09"E	57.55'
L12	S00°02'39"W	772.32'
L13	S35°53'31"E	905.79'

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5983
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EXHIBIT C
COMBINED LAKE
SKETCH OF DESCRIPTION
MANATEE COUNTY, FL

Sheet No. 4 of 4
CAD FILE: 13021F-MANADESTRIPSHD.DWG

Exhibit B: Termination of Memorandum of Agreement

Prepared by and after
recording return to:

Stephanie M. Cua, Esq.
Mahoney Law Group, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

TERMINATION OF MEMORANDUM OF AGREEMENT

This **TERMINATION OF MEMORANDUM OF AGREEMENT** (this "**Termination**") is made by and between **LONG BAR POINTE, LLLP**, a Florida limited liability limited partnership, whose address is 1651 Whitfield Avenue, Sarasota, Florida 34243 and **CARGOR PARTNERS VIII - LONG BAR POINTE LLLP**, a Florida limited liability limited partnership, whose address is 1651 Whitfield Avenue, Sarasota, Florida 34243 (collectively, "**Long Bar**"); and **CORTEZ75W INVESTORS, LLC**, a Delaware limited liability company ("**Cortez75W**"), as successor-in-interest to LF Manatee, LLC, a Florida limited liability company ("**LF Manatee**"), as successor-in-interest to Lake Flores I, LLC, a Florida limited liability company ("**Lake Flores**"), whose address is 8116 Cortez Road West, Bradenton, Florida 34210.

RECITALS:

A. Long Bar and Lake Flores executed a Memorandum of Agreement (the "**Memorandum**") in order to memorialize that certain Settlement Agreement (as defined in the Memorandum) and provide record notice of the same, which Memorandum was recorded in Official Records Instrument Number 202041082384, of the Public Records of Manatee County, Florida ("**Public Records**").

B. On March 9, 2022, LF Manatee assigned to Cortez75W all of LF Mantatee's rights and obligations under the Settlement Agreement.

C. The parties desire to confirm that the Settlement Agreement has terminated and has no force or effect on any real property and desire to terminate the Memorandum.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into this Termination.

2. Termination. Long Bar and Cortez75W do hereby release any and all real property from the operation and effect of the Settlement Agreement and the Memorandum in their entirety and do hereby provide public notice that the terms of the Settlement Agreement are satisfied, the Memorandum is hereby terminated and the Settlement Agreement and Memorandum have no force or effect on the title of any real property. Nothing contained herein shall affect the obligations of the parties under any other agreements recorded in the Public Records, including that certain Amended and Restated Reciprocal Easement and Joint Use of Lake Agreement, recorded in Official Records Instrument Number 202241081783, of the Public Records, none of which are hereby released or terminated and remain in full force and effect.

3. Successors and Assigns. This Termination shall be binding upon and insure to the benefit of Long Bar and Lake Flores and their respective successors and assigns.

4. Authorization. Each of the undersigned represents and warrants to the other parties hereto that the undersigned entities are all of the parties in interest under the Settlement Agreement and the

Memorandum and that the person signing on behalf of such party is duly authorized to execute and deliver this Termination on behalf of the party for which he or she is signing, and that any requisite corporate action has heretofore been taken, and this Termination is enforceable and binding on each of the parties hereto.

[Signatures begin on the following page.]

[Signature Page to Termination – Long Bar Pointe, LLLP]

IN WITNESS WHEREOF, this Termination has been executed as of the date first above written.

LONG BAR POINTE, LLLP,
a Florida limited liability limited partnership

By: Long Bar GP LLC, a Delaware limited liability company, its General Partner

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, by _____, as _____ of Long Bar GP LLC, a Delaware limited liability company, General Partner of LONG BAR POINTE, LLLP, a Florida limited liability limited partnership, on behalf of the partnership, who personally appeared before me and is [___] personally known to me or [___] has produced _____ as identification.

[NOTARY SEAL]

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of_____
Commission No.:_____
My Commission Expires:_____

[Signatures continue on the following page.]

[Signature Page to Termination – Cargor Partners VIII – Long Bar Pointe LLLP]

IN WITNESS WHEREOF, this Termination has been executed as of the date first above written.

CARGOR PARTNERS VIII - LONG BAR POINTE LLLP,
a Florida limited liability limited partnership

By: Cargor Partners VIII - Long Bar Pointe LLC, a Florida limited liability company, its General Partner

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, by _____, as _____ of Cargor Partners VIII - Long Bar Pointe LLC, General Partner of **CARGOR PARTNERS VIII - LONG BAR POINTE LLLP**, a Florida limited liability limited partnership, on behalf of the partnership, who personally appeared before me and is [___] personally known to me or [___] has produced _____ as identification.

[NOTARY SEAL]

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of_____
Commission No.:_____
My Commission Expires:_____

[Signatures continue on the following page.]

IN WITNESS WHEREOF, this Termination has been executed as of the date first above written.

CORTEZ75W INVESTORS, LLC,
a Delaware limited liability company

By: _____
Printed Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, by _____, as _____ of **CORTEZ75W INVESTORS, LLC**, a Delaware limited liability company, on behalf of the company, who personally appeared before me and is [___] personally known to me or [___] has produced _____ as identification.

[NOTARY SEAL]

_____
Notary Public Signature

_____
Typed or Printed Notary Name
Notary Public-State of_____
Commission No.:_____
My Commission Expires:_____

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

10B

Inst. Number: 202541001864 Page 1 of 38 Date: 1/7/2025 Time: 12:45 PM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Deed: 0.00 Doc Mort: 0.00 Int Tax: 0.00

Prepared by and return to:
Douglas Manson
Manson Bolves Donaldson Varn
109 N. Brush Street, Suite 300
Tampa, Florida 33602

AMENDED AND RESTATED RECIPROCAL EASEMENT AND JOINT USE OF LAKE AGREEMENT

This **AMENDED AND RESTATED RECIPROCAL EASEMENT AND JOINT USE OF LAKE AGREEMENT** ("Agreement") is made and entered into by and between Long Bar Pointe, LLLP, a Florida Limited Liability Partnership ("LBP"); Cargor Partners VIII-Long Bar Pointe, LLLP, a Florida Limited Liability Partnership ("C-LBP"); and Cortez75W Investors, LLC, a Delaware Limited Liability Company ("Cortez75W") as successor-in-interest to LF Manatee, LLC as successor-in-interest to Lake Flores I, LLC, a Florida Limited Liability Company and Lake Flores, East, LLC, and Lake Flores Community Development District, a Chapter 190, F.S., Community Development District (hereinafter the "LFCDD"). LBP, C-LBP, LFCDD, and Cortez75W are hereinafter collectively referred to as the "Parties" or singularly as "Party." LBP and C-LBP are hereinafter collectively referred to as "Long Bar Pointe." This Agreement is made and executed by the Parties as of June, 17, 2022 and amends and restates the Agreement between the Parties dated February 7, 2020 and recorded in the Public Records of Manatee County, Florida under Instrument Number 202041082394. This Agreement will not become effective until the time and date this Agreement is recorded in the Public Records of Manatee County, Florida ("Effective Date").

RECITALS

WHEREAS, Long Bar Pointe owns certain property in Manatee County more specifically described in **Exhibit "A"** attached hereto and made a part hereof ("Long Bar Pointe Property");

WHEREAS, Cortez75W owns certain property in Manatee County more specifically described in **Exhibit "B"** attached hereto and made a part hereof ("Cortez75W Property"); and

WHEREAS, the Parties propose to construct a Combined Lake that will be located on both Long Bar Pointe Property and Cortez75W Property more specifically shown in **Exhibit "C"** attached hereto and made a part hereof ("Combined Lake"); and

WHEREAS, the Parties desire to provide for the joint use of the Combined Lake recognizing that it exists primarily for the storage and treatment of stormwater, but to also provide for limited recreational use of the Combined Lake while specifically prohibiting the recreational use of motorized vehicles within or on the Combined Lake and fishing in the Combined Lake; and

WHEREAS, the Parties desire to provide for the maintenance and operation of the Combined Lake to include a cost-sharing arrangement for the same, and

WHEREAS, although this Agreement will be effective as of the time and date it is recorded in the Public Records of Manatee County, certain provisions of this Agreement regarding the use, maintenance and operation of the Combined Lake will not be applicable and operative until the "LBP Combined Lake Construction ERP" (as defined in Paragraph 8 herein below) is transferred to operational status by the Southwest Florida Water Management District ("SWFWMD") as provided in Paragraph 9 herein below.

NOW THEREFORE, in consideration of the mutual recitals, covenants, and conditions herein set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is as follows:

a. to supersede, amend and replace the Reciprocal Easement, and Joint Use Agreement dated February 7, 2021 and recorded in the Public Records of Manatee County, Florida under Number 202041082394; and

b. to set forth the mutual and separate rights, duties and obligations of the Parties in the use, maintenance and operation of the Combined Lake; and

c. to provide a mechanism for the sharing of cost in the maintenance and operation of the Combined Lake; and

d. to provide for a survey of the Combined Lake and a sharing of cost in the preparation of the survey.

3. **Reciprocal Easement Grant.** Long Bar Pointe hereby grants to Cortez75W a non-exclusive, perpetual reciprocal easement over, under, across, in and through those parts of the Combined Lake which lie within the borders of the real property owned by Long Bar Pointe subject to the terms of this Agreement. In like manner, Cortez75W hereby grants to Long Bar Pointe a non-exclusive, perpetual reciprocal easement over, under, across, in and through those parts of the Combined Lake which lie within the

borders of the real property owned by Cortez75W subject to the terms of this Agreement.

4. Management of the Combined Lake. The Parties recognize, understand and agree that the water that will fill and occupy the Combined Lake is obtained from stormwater runoff and surface drainage from lands owned by the Parties, and that the primary purpose of the Combined Lake is for stormwater management and water quality treatment purposes. As such, the Combined Lake is to be used first and foremost as an integral part of the stormwater management systems of the Parties, including the detention and retention and treatment of stormwater. Accordingly, the Parties reserve the right to restrict the use and access to the Combined Lake from time to time and as circumstances require.

5. Activities Prohibited on the Combined Lake. All motorized vessels and watercraft of any kind are prohibited from entering the Combined Lake except those motorized vessels that may from time to time be necessary in the maintenance and operation of the Combined Lake, including the management of vegetation growing in or around the Combined Lake. Fishing is also a prohibited activity in the Combined Lake.

6. Limited Recreational Uses of the Combined Lake. Each of the Parties agree that either Party may, but neither are required to, allow such of their respective future residents as each deems appropriate, access to the Combined Lake for limited recreational use as provided herein. Recreational use of the Combined Lake can only be provided to future residents of Cortez75W and Long Bar Pointe and their guests and invitees, and except as may be otherwise later agreed in writing between the Parties, shall be limited to the use of non-motorized recreational watercraft such as canoes, kayaks, row boats, sail boats, paddle boards, and the like, and on the Combined Lake. Cortez75W and Long Bar Pointe may provide on their respective properties such amenities as they deem appropriate to allow their respective future residents access to and limited recreational use of the Combined Lake as permitted herein. Any such amenity constructed by any Party shall be for the exclusive use of its future residents and their guests and invitees, and all costs of construction, maintenance and operation of any such amenity shall be borne and solely paid for by such Party. Any limited access to and limited recreational use of the Combined Lake that any Party may from to time provide to its future residents in accordance with the terms of this Agreement, may be restricted or eliminated altogether by such Party at any time in its sole and absolute discretion. Nothing contained in this Agreement is intended to grant to any future resident of the Lake Flores Property or Long Bar Pointe Property any right of access to or use of the Combined Lake, whether for the limited recreational use authorized herein or otherwise, and no future resident of the Lake Flores Property or Long Bar Pointe Property shall have or may claim any third party beneficiary rights whatsoever under this Agreement.

7. Allocating Costs of Recreational Use and Access to the Combined Lake. In the event that one Party and not the other elects to permit its future residents access to and limited recreational use of the Combined Lake as authorized herein, then the Party

that elects to do so shall bear and be solely responsible to pay any resulting increases in costs of maintaining and operating the Combined Lake, including without limitation, any additional costs incurred for general liability insurance, policing activity, removal of refuse, or damages to natural resources in and around the Combined Lake or to facilities required for the Combined Lake to perform its stormwater detention, retention and treatment functions. In the event both Parties elect to allow their respective future residents access to and limited recreational use of the Combined Lake as authorized herein, then any resulting increased costs shall be shared and paid by the Parties on a pro-rata basis as provided in Paragraph 11 herein below.

8. **Survey of the Combined Lake.** Long Bar Pointe shall contract for and obtain a survey of the Combined Lake by an engineering and surveying firm licensed to practice in the State of Florida contemporaneously with LBP filing with the SWFWMD its as built plans and seeking transfer of the Construction ERP issued by SWFWMD to LBP for construction of the Combined Lake (the "LBP Combined Lake Construction ERP") from construction to operational status. This new survey will be used to obtain an insurable metes and bounds legal description of the external boundaries of the completed Combined Lake. Prior to commencing the survey, Long Bar Pointe shall submit the proposal for doing the work of surveying the Combined Lake boundary to Cortez75W for their review and reasonable approval within twenty (20) days, including the cost of the survey. If response is not received within twenty (20) days, it shall be deemed approved. Once completed, the cost of the survey shall be shared and paid by the Parties on a pro-rata basis as provided in paragraph 11 herein below.

9. **Completion of Combined Lake, Interim Responsibilities, and Rerecording of Reciprocal Easement and Joint use Agreement.**

a. Although this Agreement will be effective upon its recordation in the Public Records of Manatee County, Florida, it is recognized, understood and agreed that as of the date of recordation, the Combined Lake will not have been constructed. Accordingly, unless and until the Combined Lake is completed as hereinafter set forth, the provisions in this Agreement that provide for the use, maintenance and operation of the Combined Lake after completion shall be inapplicable, inoperative and unenforceable. For purposes of this Agreement, the Combined Lake will be deemed completed only when the SWFWMD transfers the LBP Combined Lake Construction ERP from construction status to operational status in accordance with Rule 62-330.310 (1) F.A.C. The transfer to full operational status of the LBP Combined Lake Construction ERP, and therefore the completion of the Combined Lake, shall occur no later than five (5) years following the issuance of the Section 404 Permit by the US Army Corps of Engineers. If the transfer of the LBP Combined Lake Construction ERP to operational status does not occur by such date, then Lake Flores shall have the right at any time thereafter to terminate and record a full termination of this Agreement in its sole and absolute discretion, and at such time any rights of LBP to continue its efforts to permit the Combined Lake shall also terminate.

b. Until such time as the LBP Combined Lake Construction ERP is transferred to operational status, LBP shall perform and pay all fees and costs required to complete construction of the Combined Lake as permitted, including all construction and development of the Combined Lake required to obtain the transfer of the LBP Combined Lake Construction ERP from construction status to operational status. LBP shall also manage, perform and pay all costs of any interim maintenance and operational activities required with respect to the Combined Lake before the LBP Combined Lake Construction ERP is transferred to operational status by the SWFWMD. Once the SWFWMD has transferred the LBP Combined Lake Construction ERP to operational status as provided herein, LBP shall rerecord this Agreement in the Public Records of Manatee County, Florida - substituting **Exhibit "C"** attached hereto with the completed survey required by Paragraph 8 herein above, and thereafter, Cortez75W shall be responsible for the management of the maintenance and operation of the Combined Lake - but the costs of same shall be allocated and shared as provided in Paragraphs 4 and 11 herein, and all other provisions regarding the use, maintenance and operation of the Combined Lake shall apply and shall be operative and enforceable.

10. **Maintenance and Operation of the Combined Lake.** Cortez75W has transferred the responsibility for the management of the maintenance and operation of the Combined Lake to the Lake Flores Community Development District, a Chapter 190 FS Community Development District (hereinafter the "LFCDD") and as such the LFCDD will coordinate, organize, manage and oversee all activities necessary for the maintenance and operation of the Combined Lake. LFCDD shall, in anticipation of the performance of its duties herein, initially provide to Long Bar Point by no later than 60 days prior to the completion of construction of the Combined Lake, the plan for the maintenance and operation of the Combined Lake during the initial calendar year, including all costs to be incurred in connection with same (the "Initial Management Plan and Budget"). Long Bar Point shall have 30 days from receipt of same for its reasonable review and approval. The LFCDD shall thereafter provide to Long Bar Point annually, and by no later than sixty (60) days prior to the end of each calendar year, the plan for maintenance and operation of the Combined Lake for the following calendar year including all costs to be incurred in connection with the limited recreational use of the Combined Lake, if any, (the "Annual Management Plan and Budget"). The Initial Management Plan and Budget and each Annual Management Plan and Budget thereafter, will address and otherwise comply and be consistent with the standards and requirements of any permits issued for the construction and use of the Combined Lake, and with the current standards published by the Southwest Florida Water Management District and Manatee County regarding maintenance and operation of stormwater ponds and lakes. Long Bar Point may object to any item contained in the Initial Management Plan and Budget, and any Annual Management Plan and Budget thereafter, but must do so in writing within thirty (30) days from receipt of same, specifying the deficiency noted and the proposed alternative costs or management protocol to be added or eliminated.

11. Reimbursement of Shared Costs. Cortez75W agrees to reimburse Long Bar Point for its pro-rata share of the costs of the survey of the Combined Lake. In like manner, Long Bar Point agrees to reimburse and pay it's pro-rata share of the costs and fees for maintenance and operation of the Combined Lake, excluding those costs and fees incurred in the event that only one Party and not both grants access to and limited recreational use of the Combined Lake to its residents, which costs and fees shall be separately accounted for and be the responsibility of the Party granting such access and limited recreational use pursuant to Paragraph 7 above. The costs for maintenance and operation of the Combined Lake shall be based on the percentage of property each Party owns within the surveyed boundary of the Combined Lake. This pro-rata determination shall be made at the time the survey is completed. The Parties hereto agree that all charges to Cortez75W for surveying services and to Long Bar Point for the maintenance and operation of the Combined Lake provided for under this Agreement shall be based on the actual costs incurred and will not include any management fees by either party nor any allowance or margin for profit to either party. Because Cortez75W has formed the LFCDD, the LFCDD will submit to Long Bar Point a copy of any invoice for which Long Bar Point is obligated to pay its pro rata share, within thirty (30) days after receipt of such invoice from the contractor providing same, and Long Bar Point will remit payment for its pro-rata share of all costs and fees incurred by the LFCDD within thirty (30) days of receipt of any such invoice delivered pursuant to this Paragraph provided such invoice is consistent with the budgeted amount for such service(s) as set forth in the Initial Management Plan or Annual Management Plan and Budget thereafter. Any deviation that exceeds five (5) percent of any line item in any approved Initial Management Plan or Budget or approved Annual Management Plan and Budget, may be rejected by Long Bar Point, but Long Bar Point will in any case remain liable to pay the budgeted amount for such item within thirty (30) days of receipt of such invoice.

12. Formation of CDDs and Ability to Amend this Agreement. Each Party will form a Chapter 190, F.S., Community Development District ("CDD") and upon doing so will transfer control of the portion of the Combined Lake it owns to the CDD. As of the recording of this instrument, Cortez75W has formed the LFCDD and as such, its performance obligations relative to the formation of a CDD are acknowledged and accepted by Long Bar Point. It is anticipated that the two CDDs will enter into an Interlocal Agreement that will require the CDDs to develop and approve an annual maintenance and operating budget, based on the percentage of the Combined Lake on that Party's property and payment for such work shall be between the two CDDs. Because the Combined Lake will be managed and operated by the LFCDD, the rights duties and responsibilities for the ongoing administration, management and maintenance of the Combined Lake shall be as set forth in the Interlocal Agreement that will supersede this Agreement. The CDDs to be formed by the Parties may, in their discretion and agreement, modify, change or supplement the provisions of this Agreement to conform to the desires of the collective Boards of Supervisors of the two CDDs, but until such changes are made, the terms of this Agreement shall control.

13. Notice. All notices, payments, and invoices pertaining to or affecting this Agreement ("Notice") shall be in writing and served in person or by certified mail, overnight or express mail services to the Parties at the addresses provided below:

Long Bar Pointe, LLLP 1651 Whitfield Avenue Suite 200 Sarasota, Florida 34243	Cortez75W Investors c/o Jim Motta Lake Flores Land Company 8116 Cortez Road West Bradenton, FL 34210

Either Party shall be entitled to specify any other address as its proper address for the purposes of this Agreement upon Notice to the other party.

14. Taxes. Each Party will be solely responsible for and shall pay any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the portion of the Combined Lake it owns in fee.

15. Terms and Restrictions. The Parties shall insert the terms and restrictions of this Agreement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which a Party divests itself of any interest in the Combined Lake.

16. Assignment. This Agreement shall be binding upon the Parties and their respective successors and assigns; provided, however, that neither Party shall assign this Agreement or any rights or obligations hereunder without first obtaining the prior written consent of: (1) the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; and, (2) and any lenders, if required.

17. Modifications. This Agreement may be amended only by written agreement between the Parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Manatee County, Florida.

18. Dispute Resolution Procedures. In the event a dispute arises between the Parties concerning terms of this Agreement, the Parties shall meet to discuss and attempt to resolve any dispute regarding any such matters. The meeting shall occur as expeditiously as possible following receipt of notice of any dispute, but in no event later than thirty (30) days following receipt of such notice. The Parties will utilize good faith and best efforts to resolve any such dispute by mutual agreement. Any dispute not able to be resolved after a good faith effort to do so may be submitted to litigation before a court of competent jurisdiction in Manatee County, Florida.

19. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. The Parties shall perform all obligations pursuant to this Agreement in accordance with all applicable codes, laws, rules, regulations, orders, and standards, of federal, state, regional, county, and municipal

governmental agencies and all standards, rules, regulations, permits, approvals, and orders issued by such agencies.

20. **Severability.** If any provision or part of this Agreement is held invalid, the invalidity does not affect other provisions or parts of this Agreement.

21. **No Third Party Beneficiary.** This Agreement is intended solely for the benefit of Long Bar Pointe and Cortez75W, their successors and assigns, and no right or cause of action shall accrue under this Agreement to the benefit of any third party not a signatory to this Agreement.

22. **No Dedication.** No right of access by the general public to any portion of the Combined Lake is conveyed by this Agreement.

23. **Complete Agreement.** The written form of this Agreement supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, made with regard to the matters addressed by this Agreement. The terms herein contained shall bind and inure to the benefit of the Parties, its successors and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by each Party as of the date first set forth above.

Signed, sealed and delivered
In the presence of:

JOE VILARELO
Signature of Witness
Print Name:

Signature of Witness
Print Name: MARGO HOLEMAN

LONG BAR POINTE, LLLP, a Florida Limited Liability Limited Partnership

By: Long Bar GP LLC, its General Partner

By: _____

Carlos M. Beruff, its authorized Manager

Date: June 10th 2022

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence this 10th day of ~~May~~ June, 2022, by Carlos M. Beruff, as Authorized Manager of Long Bar GP LLC, General Partner on behalf of Long Bar Pointe, LLLP, a Florida limited liability partnership, and

who is [✓] personally known to me or [ ] produced the following identification: N/A.

Denise L. Rodriguez

Print Name: Denise L. Rodriguez (SEAL)
Notary Public-State of Florida
Commission Number: GG 335790
My Commission Expires: 9/15/2023

DENISE L. RODRIGUEZ
MY COMMISSION # GG 335790
EXPIRES: September 15, 2023
Bonded Thru Notary Public Underwriters

Signed, sealed and delivered
In the presence of:

Signature of Witness
Print Name: Keshav Prabhu-Schlosser

Signature of Witness
Print Name: Shiva Oli

CARGOR PARTNERS VIII – LONG BAR POINTE, LLLP, a Florida Limited Liability Limited Partnership

By: Cargor Partners VIII-Long Bar Pointe, LLC, A Florida Limited Liability Company, its General Partner

By: _____
Michael J. Jacobson, its authorized Manager

Date: 6/6/22

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of physical presence this 6th day of June, 2022, by Michael J. Jacobson, as Authorized Manager of Cargor Partners VIII-Long Bar Pointe, LLC, General Partner on behalf of Cargor Partners VIII-Long Bar Pointe, LLLP , a Florida limited liability limited partnership, and who is [ ] personally known to me or [X] produced the following identification: MA DRIVERS LICENSE

Print Name: Keshav Prabhu-Schlosser
Notary Public-Commonwealth of MA
Commission Number: _____
My Commission Expires: 01/12/2029

KESHAV PRABHU-SCHLOSSER NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS SEAL MY COMMISSION EXPIRES JANUARY 12, 2029

Signed, sealed and delivered
In the presence of:

Signature of Witness
Print Name: Sharon DeAngelo

Signature of Witness
Print Name: Judith Hattier

Lake Flores Community Development District, a Chapter 190, F.S., Community Development District

By: _____
Gary Walker, its Chairman of the Board of Supervisors

Date: June 17, 2022

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence this 17 day of ~~May~~ June, 2022, by Gary Walker, as ** of Lake Flores Community Development District, a Chapter 190, F.S., Community Development District, and who is [✓] personally known to me or [ ] produced the following identification:

** Chairman of the Board of Supervisors

Print Name: Judith Hattier
Notary Public-State of Florida
Commission Number: HH 128121
My Commission Expires: July 13, 2023

(SEAL)

Signed, sealed and delivered
In the presence of:

Signature of Witness
Print Name: Sharon DeAngelo

Signature of Witness
Print Name: Judith Hattier

CORTEZ75W INVESTORS, LLC, a Delaware Limited Liability Company

By: _____
Jim Motta, Authorized Agent

Date: 6/17/22

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence this 17 day of June 2022, by Jim Motta, as authorized Manager of Cortez75W Investors LLC a Delaware Limited Liability Company, and who is [ ] personally known to me or [ ] produced the following identification: _____.

Print Name: Judith Hattier
Notary Public-State of Florida
Commission Number: _____
My Commission Expires: _____

JUDITH HATTIER MY COMMISSION EXPIRES JULY 13, 2025 HH 129121 Bonded thru Troy Fain Insurance NOTARY PUBLIC, STATE OF FLORIDA

(SEAL)

2

EXHIBIT A

LBP LLP LEGAL DESCRIPTION

NOTE: THE LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY LBP.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

DATE: 04/10/18	EXHIBIT A		COVER
DRAWN BY: JDF			
CHECKED BY: JDF	MANATEE COUNTY, FL		

FROM THE SOUTHEAST CORNER OF THE N.W.1/4 OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE N.01°05'49"E., ALONG THE EAST LINE OF THE SAID N.W.1/4, A DISTANCE OF 58.07 FEET TO THE POINT OF BEGINNING; THENCE S.48°13'52"W., A DISTANCE OF 925.95 FEET; THENCE N.46°11'37"W., A DISTANCE OF 2411.43 FEET; THENCE N. 43°48'23"E. A DISTANCE OF 960.15 FEET; THENCE N.69°05'28"E., A DISTANCE OF 593.95 FEET TO NORTH LINE OF SOUTH 1/2 OF THE N.W.1/4 OF SAID SECTION 18; THENCE S.89°32'32"E., ALONG SAID NORTH LINE, A DISTANCE OF 1198.74 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY (100 FOOT WIDE) AS RECORDED IN OR BOOK 703, PAGE 731, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.01°05'49"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 333.84 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A RADIUS OF 1300.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND THE AFORESAID EXISTING RIGHT OF WAY LINE AND THE PROPOSED SOUTHWESTERLY RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY, THROUGH A CENTRAL ANGLE OF 57°40'05", A DISTANCE OF 1308.45 FEET; THENCE S.48°13'52"W., A DISTANCE OF 756.85 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 102.37 ACRES, MORE OR LESS

FROM A LIGHTERWOOD POST FOUND AT THE N.W. CORNER OF U.S. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, RUN S.89°13'41"E., (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID U.S. LOT 1, A DISTANCE OF 725.30 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE S.89°13'41"E., ALONG SAID NORTH LINE, A DISTANCE OF 613.16 FEET TO THE N.E. CORNER THEREOF; THENCE S.00°28'00"W., ALONG THE EAST LINE OF SAID U.S. LOT 1, A DISTANCE OF 676.04 FEET; THENCE S.69°05'28"W., A DISTANCE OF 524.00 FEET; THENCE S.43°48'23"W., A DISTANCE OF 966.88 FEET; THENCE N.46°11'37"W., A DISTANCE OF 1103.44 FEET; THENCE N.59°08'19"E., A DISTANCE OF 1569.79 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN U.S. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AND SECTION 13, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA.

SUBJECT OT EASMENTS, RIGTH-OF-WAY AND RESTRICTIONS OF RECORD.

CONTAINING 36.72 ACRES, MORE OR LESS.

FROM A LIGHTERWOOD POST FOUND AT THE N.W. CORNER OF US. LOT 1, SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST. RUN S.89°13'41"E., (WITH BEARINGS REFERRED TO GRID NORTH OF THE WEST ZONE OF THE FLORIDA STATE PLANE COORDINATE SYSTEM) ALONG THE NORTH LINE OF SAID U.S. LOT 1, A DISTANCE OF 668.10 FEET TO THE POINT OF BEGINNING; THENCE S. 59°08'19"W., A DISTANCE OF 1529.31 FEET; THENCE N.46°11'37"W., A DISTANCE OF 598.81 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF SECTION 7, SAID TOWNSHIP AND RANGE, AS SURVEYED BY THE FLORIDA STATE ROAD DEPARTMENT IN 1949, AND AS SHOWN ON THE RIGHT

OF WAY MAPS FOR S.R. 654 (CORTEZ ROAD) SECTION 1304-201; THENCE N.00°21'23"E., ALONG THE SAID WEST LINE OF SECTION 7, AND SOUTHERLY EXTENSION THEREOF, A DISTANCE OF 1713.02 FEET TO INTERSECT THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED BOOK 348, PAGE 36, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S.89°21'37"E., ALONG SAID NORTH LINE A DISTANCE OF 1091.97 FEET TO A FOUND CONCRETE MONUMENT; THENCE S.00°27'44"W., A DISTANCE OF 655.34 FEET; THENCE S.89°15'16"E., A DISTANCE OF 665.10 FEET TO A FOUND CONCRETE MONUMENT; THENCE S 01°29'35"W., A DISTANCE OF 667.08 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, AND SECTION 13, TOWNSHIP 35 SOUTH, RANGE 16 EAST, MANATEE COUNTY, FLORIDA

SUBJECT TO PERTINENT EASEMENTS, RIGHT-OF-WAS AND RESTRICTIONS OF RECORD

CONTAINING 61.17 ACRES, MORE OR LESS.

LESS AND EXCEPT FROM THE ABOVE DESCRIBED PARCELS, THE FOLLOWING PARCEL OF LAND PREVIOUSLY DEEDED TO MANATEE COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN PARCEL F, AS RECORDED IN OFFICIAL RECORD BOOK 1534, PAGE 2605, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND LYING IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF SECTION 18; THENCE S.01°05'02"W., ALONG THE EAST LINE OF SAID NORTHWEST 1/4, ALSO BEING THE CENTER LINE OF EL CONQUISTADOR PARKWAY (100-FOOT WIDE PUBLIC RIGHT-OF-WAY) AS RECORDED IN OFFICIAL RECORD BOOK 703, PAGE 731, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 667.84 FEET; THENCE N 89°33'23"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED EL CONQUISTADOR PARKWAY; THENCE SOUTHERLY ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) CALLS; (1) THENCE S 01°05'02" W, A DISTANCE OF 334.77 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 1,300.00 FEET AND A CENTRAL ANGLE OF 57°40'29"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1,308.59 FEET TO THE END OF SAID CURVE, SAID POINT BEING ON THE SOUTHEASTERLY LINE OF THE ABOVE MENTIONED PARCEL F; THENCE S 48°13'01"W., ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 10.34 FEET TO THE POINT OF CURVATURE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES N.33°31'30"E, A RADIAL DISTANCE OF 1,310.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, LYING 10.00 FEET WESTERLY OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE OF EL CONQUISTADOR PARKWAY, THROUGH A CENTRAL ANGLE OF 57°33'32", AN ARC LENGTH OF 1,316.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.01°05'02"E, 10.00 FEET WEST OF AND PARALLEL WITH SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 334.66 FEET TO A POINT ON THE NORTH LINE OF THE ABOVE MENTIONED PARCEL F; THENCE S 89°33'23"E, ALONG SAID NORTH PARCEL LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF A PARCEL
LYING IN SECTIONS 17 & 20, T-35-S, R-17-E,
MANATEE COUNTY FLORIDA

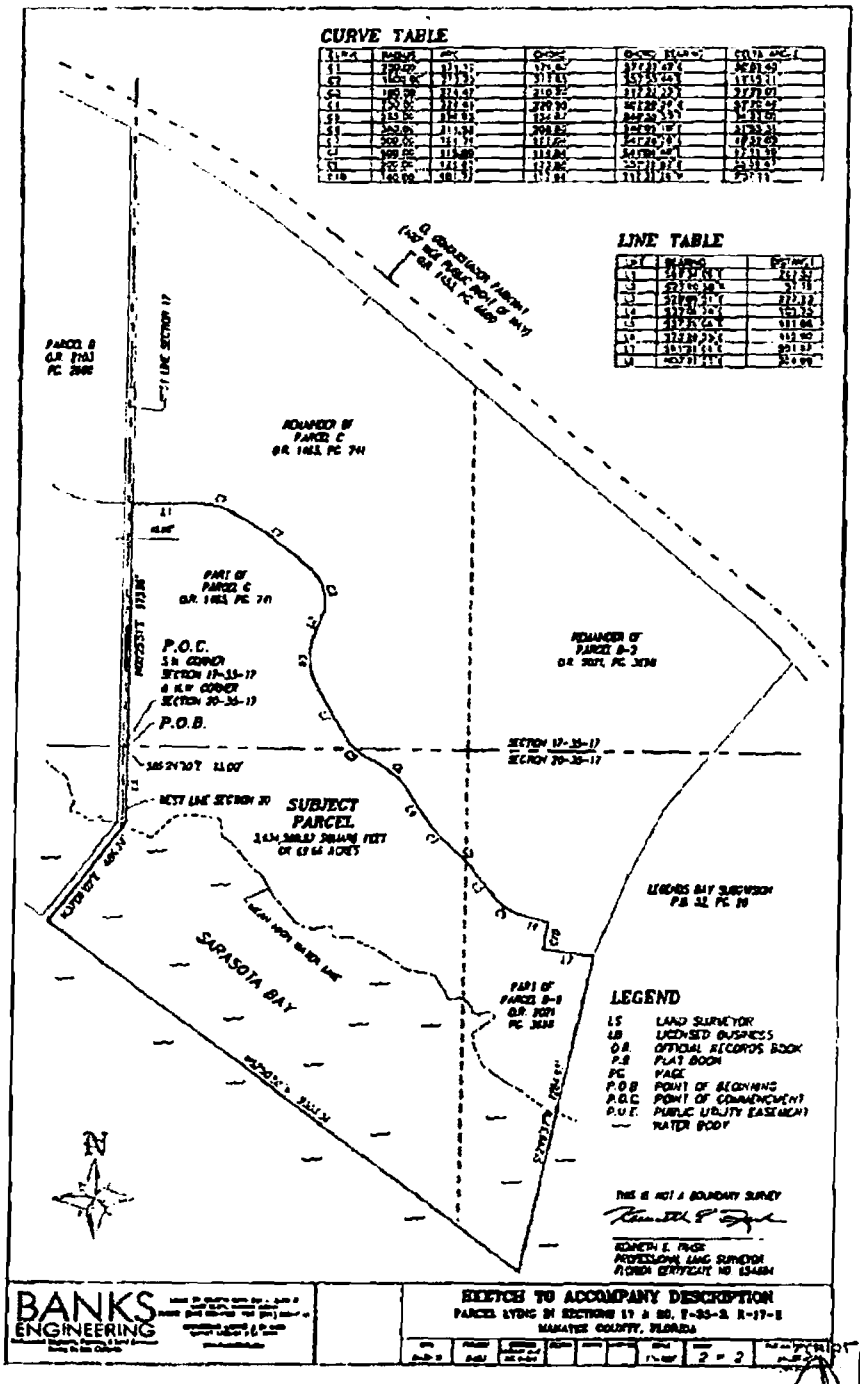
(PARCEL "B-C" MULTI FAMILY)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 17 AND 20, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, AND OFFICIAL RECORDS BOOK 1465, PAGE 741 MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S.89°24'10"E. FOR 15.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°25'51"E., PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 973.86 FEET; THENCE S.89°34'09"E. FOR 263.53 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 30°02'45", CHORD BEARING S.74°32'47"E., CHORD DISTANCE OF 129.60 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 131.10 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 1500.00 FEET, DELTA ANGLE OF 11°15'21", CHORD BEARING S.53°59'44"E., CHORD DISTANCE OF 372.65 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.25 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 71°27'03", CHORD BEARING S.17°32'33"E., CHORD DISTANCE OF 210.20 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 224.47 FEET; THENCE S.23°10'58"W. FOR 57.88 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 52°20'49", CHORD BEARING S.03°59'26"E., CHORD DISTANCE OF 220.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 228.41 FEET; THENCE S.29°09'51"E. FOR 227.33 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET, DELTA ANGLE OF 34°52'05", CHORD BEARING S.46°35'53"E., CHORD DISTANCE OF 134.82 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 136.93 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 280.00 FEET, DELTA ANGLE OF 38°53'31", CHORD BEARING S.46°05'10"E., CHORD DISTANCE OF 208.80 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 211.52 FEET; THENCE S.32°05'24"E. FOR 105.75 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 18°32'03", CHORD BEARING S.41°24'26"E., CHORD DISTANCE OF 161.04 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 161.74 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 13°11'19", CHORD BEARING S.44°04'48"E., CHORD DISTANCE OF 114.84 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 115.09 FEET; THENCE S.37°29'01"E. FOR 161.06 FEET TO THE BEGINNING OF CURVE TO THE LEFT HAVING A RADIUS OF 200.00 FEET, DELTA ANGLE OF 35°59'47", CHORD BEARING S.55°29'02"E., CHORD DISTANCE OF 123.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 125.65 FEET; THENCE S.73°28'55"E. FOR 115.90 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 740.00 FEET, DELTA ANGLE OF 07°57'11", CHORD BEARING S.32°32'29"W., CHORD DISTANCE OF 102.64 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 102.72 FEET; THENCE S.81°26'06"E. FOR 301.46 FEET TO THE BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 20, SAID PUBLIC RECORDS; THENCE S.12°19'31"W. ALONG SAID SUBDIVISION BOUNDARY FOR 1284.93 FEET; THENCE N.52°50'58"W. ALONG THE BOUNDARY OF SAID PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, AND OFFICIAL RECORDS BOOK 1465, PAGE 741 FOR 2303.56 FEET; THENCE N.37°09'07"E., ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1465, PAGE 741 FOR 486.74 FEET; THENCE N.00°25'51"E. PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 20, FOR 204.99 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 3034598.52 SQUARE FEET OR 69.66 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N.00°25'51"E.


CURVE TABLE
LINE TABLE
P.O.C.
P.O.B.
SUBJECT PARCEL
SARASOTA BAY
LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.U.E. PUBLIC UTILITY EASEMENT
WATER BODY
THIS IS NOT A BOUNDARY SURVEY
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION
MANATEE COUNTY, FLORIDA

DESCRIPTION OF A PARCEL
LYING IN SECTION 18, T-35-S, R-17-E,
MANATEE COUNTY FLORIDA

(PARCEL "D-E" MULTI-FAMILY)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4246, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18, THENCE N 89°24'10"W, FOR 15.00 FEET TO THE POINT OF BEGINNING, THENCE S 00°25'55"W, PARALLEL WITH AND 15.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18 FOR 295.12 FEET; THENCE S 37°69'02"W, ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696 FOR 476.78 FEET, THENCE N.52°50'58"W, ALONG THE BOUNDARY OF SAID PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4246 FOR 861.98 FEET; THENCE N.46°12'28"W, ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1724, PAGE 4246 FOR 3339.52 FEET; THENCE N.43°83'01"E, ALONG SAID BOUNDARY FOR 1403.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 313.54 FEET, DELTA ANGLE OF 17°16'55", CHORD BEARING S 47°06'57"E, CHORD DISTANCE OF 94.22 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 96.57 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 713.43 FEET, DELTA ANGLE OF 24°30'09", CHORD BEARING S.26°13'24"E, CHORD DISTANCE OF 302.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 305.12 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1659.42 FECT, DELTA ANGLE OF 19°14'31", CHORD BEARING S 23°35'35"E, CHORD DISTANCE OF 554.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 557.29 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 01°57'31", CHORD BEARING S 34°09'18"E, CHORD DISTANCE OF 10.18 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 10.18 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2498.42 FEET, DELTA ANGLE OF 14°57'12", CHORD BEARING S 42°34'21"E, CHORD DISTANCE OF 650.19 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 652.04 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 35°25'06", CHORD BEARING S 67°45'30"E, CHORD DISTANCE OF 188.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 191.63 FEET; THENCE S 85°28'03"E, FOR 260.30 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 26°53'07", CHORD BEARING S 72°00'29"E, CHORD DISTANCE OF 162.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 164.44 FEET; THENCE S.51°37'56"E, FOR 204.91 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 29°13'37", CHORD BEARING S 43°56'07"E, CHORD DISTANCE OF 176.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 178.54 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 822.63 FEET, DELTA ANGLE OF 26°02'47", CHORD BEARING S.42°20'43"E., CHORD DISTANCE OF 370.75 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 373.96 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 375.00 FEET, DELTA ANGLE OF 34°12'03", CHORD BEARING S 72°24'08"E, CHORD DISTANCE OF 220.56 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 223.84 FEET; THENCE S 85°34'09"E, FOR 39.72 FEET; THENCE S 00°25'51"W, PARALLEL WITH AND 15.00 FECT WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18 FOR 973.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 4744127.18 SQUARE FEET OR 108.91 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID EAST LINE OF SECTION 18 AS BEARING S 00°25'51"W

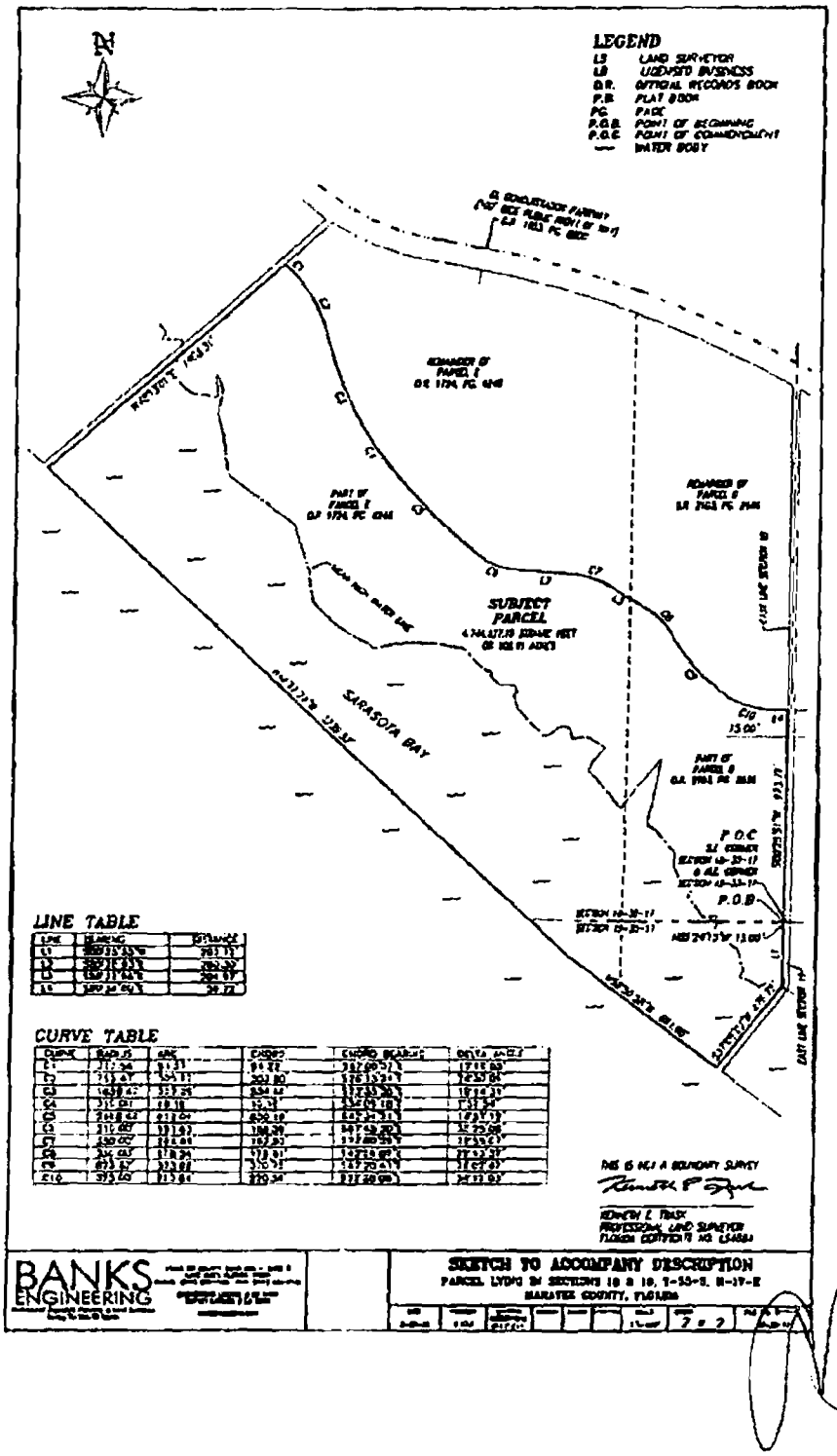

LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
WATER BODY
SUBJECT PARCEL
SARASOTA BAY
P.O.C
P.O.B
LINE TABLE
CURVE TABLE
THIS IS NOT A BOUNDARY SURVEY
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION
MANATEE COUNTY, FLORIDA

EXHIBIT A (CONTINUED)

CARGO PARTNERS VIII – LONG BAR POINTE LLLP LEGAL DESCRIPTION

NOTE: THE LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY LBP.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960-5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

DATE	04/16/18
DRAWN BY:	JDF
CHECKED BY:	JDF

EXHIBIT A

MANATEE COUNTY, FL

COVER

DESCRIPTION OF A PARCEL
LYING IN SECTIONS 17 & 20, T-33 S, R-17-E,
MANATEE COUNTY FLORIDA

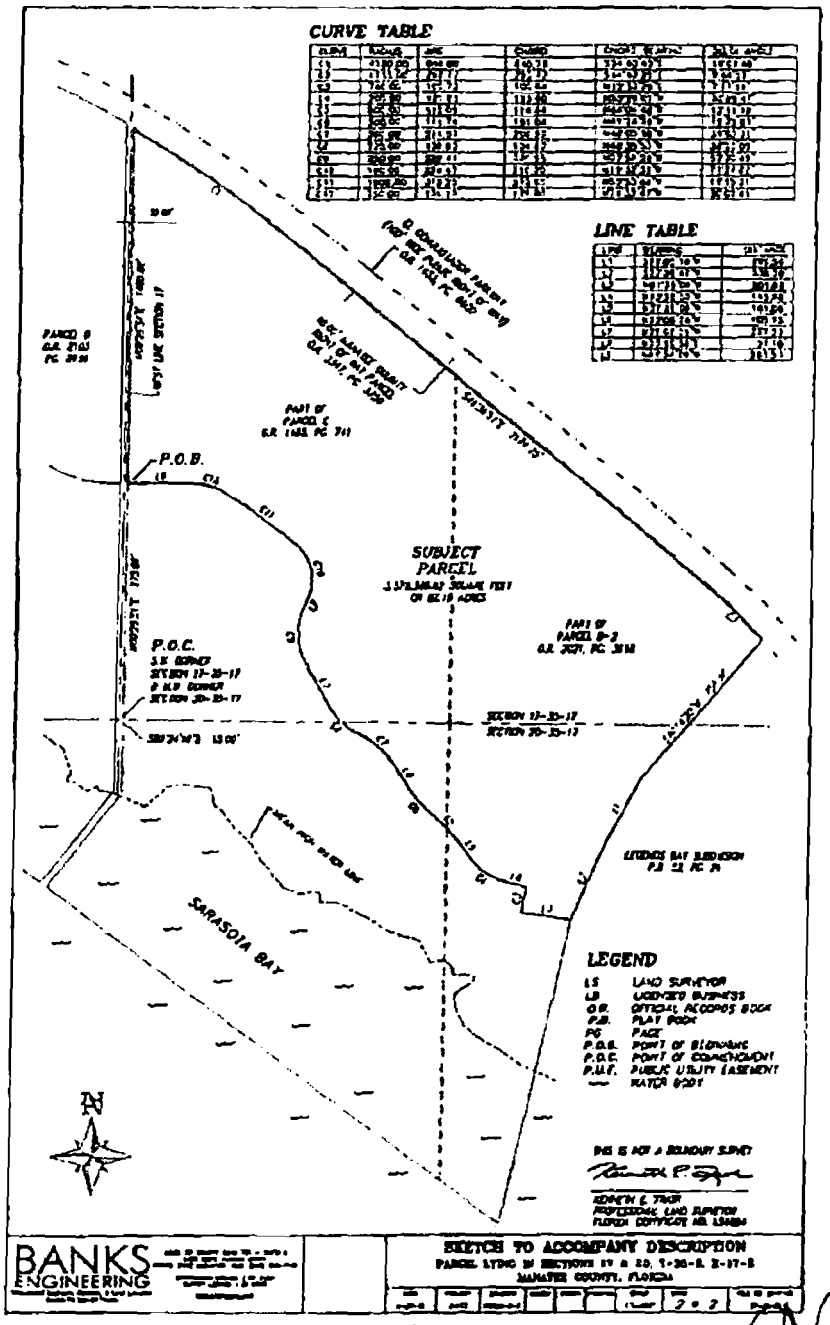
(PARCEL "B-C")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTIONS 17 AND 20, TOWNSHIP 33 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2021, PAGE 3698, AND OFFICIAL RECORDS BOOK 1463, PAGE 741 MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S.89°24'10"E. FOR 15.00 FEET; THENCE N.00°25'51"E., PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 973.86 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N.00°25'51"E. ALONG SAID PARALLEL LINE FOR 1460.89 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2547, PAGE 3750, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4790.00 FEET, DELTA ANGLE OF 10°07'48", CHORD BEARING S.54°40'45"E., CHORD DISTANCE OF 845.78 FEET, THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 846.88 FEET; THENCE S.45°36'51"E. ALONG SAID BOUNDARY FOR 1874.75 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 1715.00 FEET, DELTA ANGLE OF 09°46'32", CHORD BEARING S.44°43'25"E., CHORD DISTANCE OF 292.42 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 292.72 FEET TO THE WESTERLY BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 26, SAID PUBLIC RECORDS; THENCE S.00°14'30"W. ALONG THE BOUNDARY OF SAID SUBDIVISION FOR 138.18 FEET, THENCE S.27°05'16"W. ALONG SAID SUBDIVISION BOUNDARY FOR 259.56 FEET; THENCE S.22°39'47"W. ALONG SAID SUBDIVISION BOUNDARY FOR 358.28 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY N.81°26'06"W. FOR 301.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 340.00 FEET, DELTA ANGLE OF 07°57'11", CHORD BEARING N.13°37'29"E., CHORD DISTANCE OF 102.64 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 102.72 FEET, THENCE N.73°28'55"W. FOR 185.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, DELTA ANGLE OF 35°39'47", CHORD BEARING N.55°29'02"W., CHORD DISTANCE OF 123.60 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 123.65 FEET, THENCE N.37°29'08"W. FOR 146.06 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, DELTA ANGLE OF 33°11'19", CHORD BEARING N.44°04'48"W., CHORD DISTANCE OF 164.84 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 116.09 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 560.00 FEET, DELTA ANGLE OF 18°37'03", CHORD BEARING N.41°24'26"W., CHORD DISTANCE OF 181.04 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 181.74 FEET; THENCE N.31°05'54"W. FOR 105.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 280.00 FEET, DELTA ANGLE OF 31°53'31", CHORD BEARING N.48°05'10"W., CHORD DISTANCE OF 201.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 208.82 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET, DELTA ANGLE OF 34°52'05", CHORD BEARING N.46°35'33"W., CHORD DISTANCE OF 134.42 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 133.93 FEET, THENCE N.29°09'31"W. FOR 227.23 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 52°30'49", CHORD BEARING N.03°05'56"W., CHORD DISTANCE OF 220.35 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 228.41 FEET, THENCE N.23°01'31"E. FOR 57.18 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET, DELTA ANGLE OF 71°23'02", CHORD BEARING N.12°39'33"W., CHORD DISTANCE OF 210.20 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 224.27 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1900.00 FEET, DELTA ANGLE OF 11°15'26", CHORD BEARING N.53°35'44"W., CHORD DISTANCE OF 372.65 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 373.25 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET, DELTA ANGLE OF 30°01'45", CHORD BEARING N.74°32'47"W., CHORD DISTANCE OF 129.60 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 131.10 FEET; THENCE N.89°34'09"W. FOR 263.93 FEET TO THE POINT OF BEGINNING

PARCEL CONTAINS 3578388.82 SQUARE FEET OR 82.15 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N.00°25'51"E


CURVE TABLE
LINE TABLE
P.O.B.
SUBJECT PARCEL
P.O.C.
SARASOTA BAY
LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.U.E. PUBLIC UTILITY EASEMENT
THIS IS NOT A BOUNDARY SURVEY
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION

Professional Engineers, Planners & Land Surveyors

DESCRIPTION OF A PARCEL
LYING IN SECTION 18, T-35-S, R-17-E,
MANATEE COUNTY FLORIDA

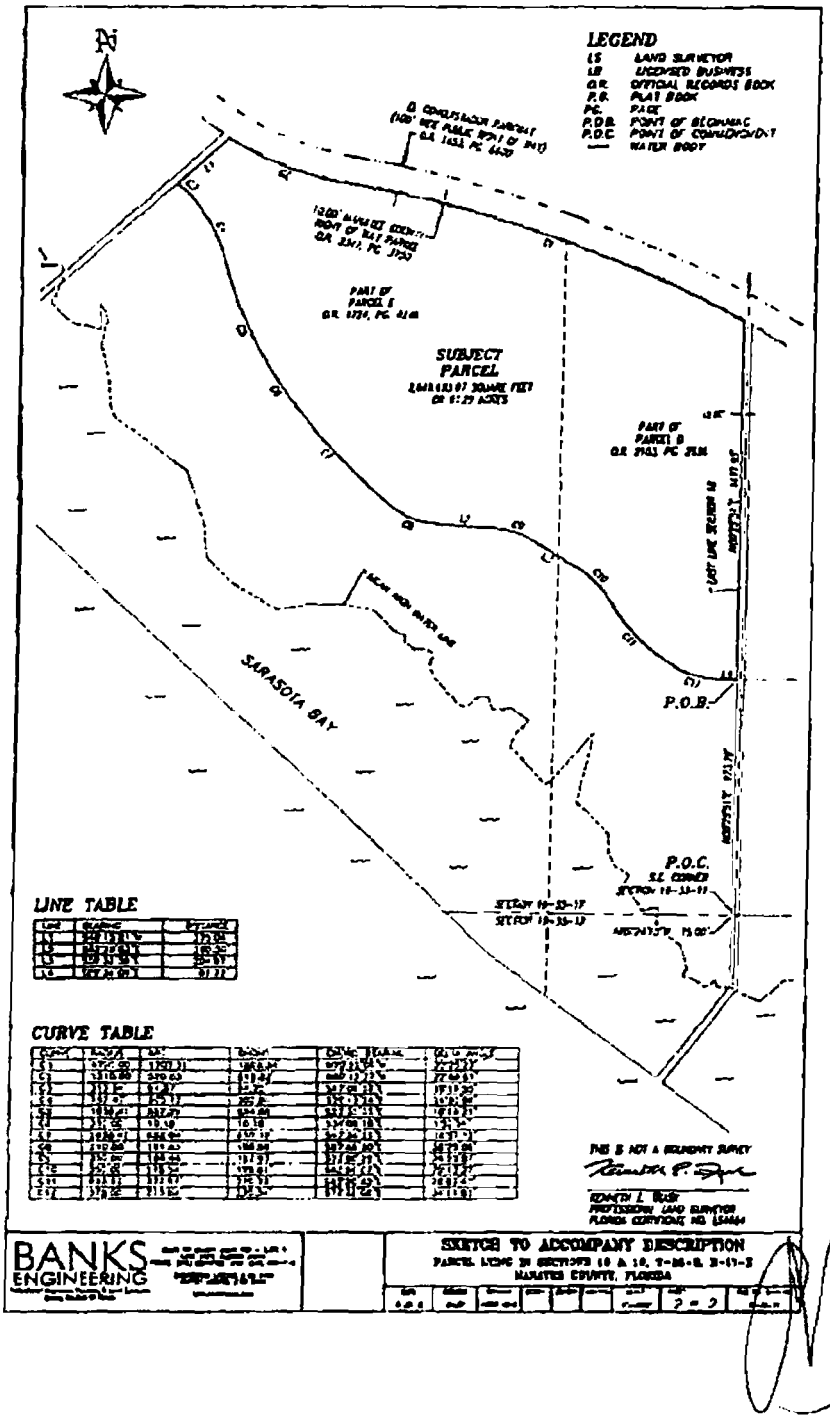
(PARCEL "D-E")

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCELS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2103, PAGE 2696, AND OFFICIAL RECORDS BOOK 1724, PAGE 4248, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE N 89°24'10"W FOR 15.00 FEET, THENCE N 00°25'51"E, PARALLEL WITH AND 15.00 FEET WESTERLY OF (AS MEASURED ON A PERPENDICULAR) THE EAST LINE OF SAID SECTION 18, FOR 973.98 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE N 00°25'51"E, ALONG SAID PARALLEL LINE FOR 1411.93 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2347, PAGE 2350, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4190.00 FEET, DELTA ANGLE OF 20°35'22", CHORD BEARING N 70°27'06"W, CHORD DISTANCE OF 1498.34 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 1507.38 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1310.00 FEET, DELTA ANGLE OF 22°44'41", CHORD BEARING N 69°12'27"W, CHORD DISTANCE OF 516.62 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 520.03 FEET TO THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1724, PAGE 4246, SAID PUBLIC RECORDS; THENCE S 48°13'01"W, ALONG SAID BOUNDARY FOR 275.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 313.54 FEET, DELTA ANGLE OF 17°16'53", CHORD BEARING S 47°04'57"E, CHORD DISTANCE OF 94.23 FEET; THENCE LEAVING SAID BOUNDARY, ALONG THE ARC OF SAID CURVE FOR 94.57 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 513.47 FEET, DELTA ANGLE OF 28°30'05", CHORD BEARING S 26°13'24"E, CHORD DISTANCE OF 302.80 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 306.12 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 1659.42 FEET, DELTA ANGLE OF 19°14'31", CHORD BEARING S 23°35'35"E, CHORD DISTANCE OF 554.68 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 557.29 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 01°57'54", CHORD BEARING S 34°09'18"E, CHORD DISTANCE OF 10.18 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 10.18 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2498.42 FEET, DELTA ANGLE OF 14°57'12", CHORD BEARING S 42°34'21"E, CHORD DISTANCE OF 650.19 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 652.04 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 310.00 FEET, DELTA ANGLE OF 35°25'06", CHORD BEARING S 67°45'38"E, CHORD DISTANCE OF 188.59 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 191.63 FEET; THENCE S 85°28'05"E FOR 260.10 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 24°55'07", CHORD BEARING S 72°00'29"E, CHORD DISTANCE OF 142.93 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 144.44 FEET; THENCE S 58°27'56"E FOR 204.97 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, DELTA ANGLE OF 29°11'37", CHORD BEARING S 43°56'07"E, CHORD DISTANCE OF 176.61 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 178.34 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 812.62 FEET, DELTA ANGLE OF 24°02'47", CHORD BEARING S 42°20'43"E, CHORD DISTANCE OF 338.75 FEET, THENCE ALONG THE ARC OF SAID CURVE FOR 341.06 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 373.00 FEET, DELTA ANGLE OF 36°12'03", CHORD BEARING S 72°18'08"E, CHORD DISTANCE OF 231.54 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR 235.74 FEET; THENCE S 89°34'09"E FOR 59.72 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2469695.93 SQUARE FEET OR 61.29 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N.00°25'51"E


N
LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
WATER BODY
SUBJECT PARCEL
PART OF PARCEL B
O.R. 2163, PG. 3536
PART OF PARCEL E
O.R. 1734, PG. 6148
SARASOTA BAY
P.O.B.
P.O.C.
S.E. CORNER
SECTION 10-35-17
LINE TABLE
CURVE TABLE
THIS IS NOT A BOUNDARY SURVEY
KENNETH L. BANKS
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. LS4464
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION
MANATEE COUNTY, FLORIDA

DESCRIPTION OF A PARCEL
LYING IN SECTION 20, T-35-S, R-17-E,
MANATEE COUNTY FLORIDA

(PARCEL "B-C" WATERFRONT)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF MANATEE, LYING IN SECTION 20, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2031, PAGE 3691, MANATEE COUNTY PUBLIC RECORDS AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17 AND THE NORTHWEST CORNER OF SAID SECTION 20, THENCE S 89°24'10"E FOR 15.00 FEET, THENCE N.00°25'51"E., PARALLEL WITH AND 15.00 FEET EASTERLY OF (AS MEASURED ON A PERPENDICULAR) THE WEST LINE OF SAID SECTION 17, FOR 2434.74 FEET TO THE BOUNDARY OF THE MANATEE COUNTY RIGHT OF WAY PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2249, PAGE 3730, SAID MANATEE COUNTY PUBLIC RECORDS, BEING A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4590.00 FEET, DELTA ANGLE OF 10°07'48", CHORD BEARING S.36°48'45"E., CHORD DISTANCE OF 845.78 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 846.48 FEET; THENCE S 49°36'53"E ALONG SAID BOUNDARY FOR 2174.35 FEET TO THE BEGINNING OF CURVE TO THE RIGHT HAVING A RADIUS OF 1715.00 FEET, DELTA ANGLE OF 09°46'52", CHORD BEARING S 44°43'27"E., CHORD DISTANCE OF 292.42 FEET; THENCE ALONG SAID BOUNDARY AND THE ARC OF SAID CURVE FOR 292.77 FEET TO THE WESTERLY BOUNDARY OF LEGENDS BAY SUBDIVISION, PLAT BOOK 52, PAGE 26, SAID PUBLIC RECORDS, THENCE S 40°14'30"W. ALONG THE BOUNDARY OF SAID SUBDIVISION FOR 358.18 FEET; THENCE S 23°03'16"W. ALONG SAID SUBDIVISION BOUNDARY FOR 299.56 FEET, THENCE S 23°39'47"W. ALONG SAID SUBDIVISION BOUNDARY FOR 338.78 FEET TO THE POINT OF BEGINNING, THENCE S 12°19'37"W. ALONG SAID SUBDIVISION BOUNDARY FOR 1284.93 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY N.52°30'58"W ALONG THE BOUNDARY OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 2033, PAGE 3691, FOR 303.12 FEET; THENCE N 00°24'48"E ALONG SAID BOUNDARY FOR 790.11 FEET; THENCE LEAVING SAID BOUNDARY N.36°36'38"E FOR 322.50 FEET, THENCE N.12°19'37"E FOR 652.32 FEET, THENCE S.81°26'06"E FOR 201.66 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 395230.97 SQUARE FEET OR 9.07 ACRES, MORE OR LESS

BEARINGS ARE BASED ON SAID WEST LINE OF SECTION 17 AS BEARING N 00°25'51"E

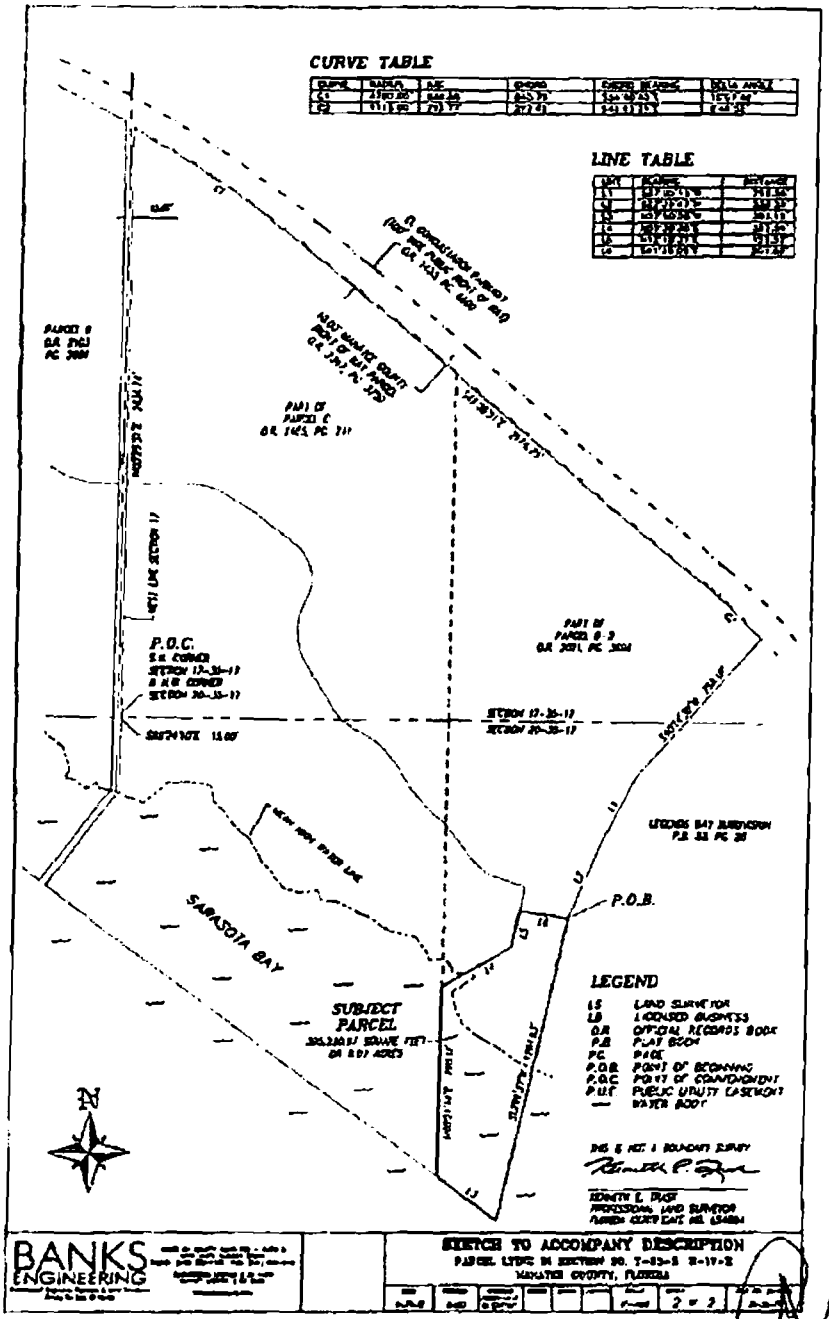

CURVE TABLE
LINE TABLE
P.O.C.
P.O.B.
SARASOTA BAY
SUBJECT PARCEL
LEGEND
LS LAND SURVEYOR
LB LICENSED BUSINESS
O.R. OFFICIAL RECORDS BOOK
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.U.E. PUBLIC UTILITY EASEMENT
— WATER BODY
BANKS ENGINEERING
SKETCH TO ACCOMPANY DESCRIPTION
MANATEE COUNTY, FLORIDA

EXHIBIT B

LAKE FLORES PROPERTY

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE: (407) 960-5900
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

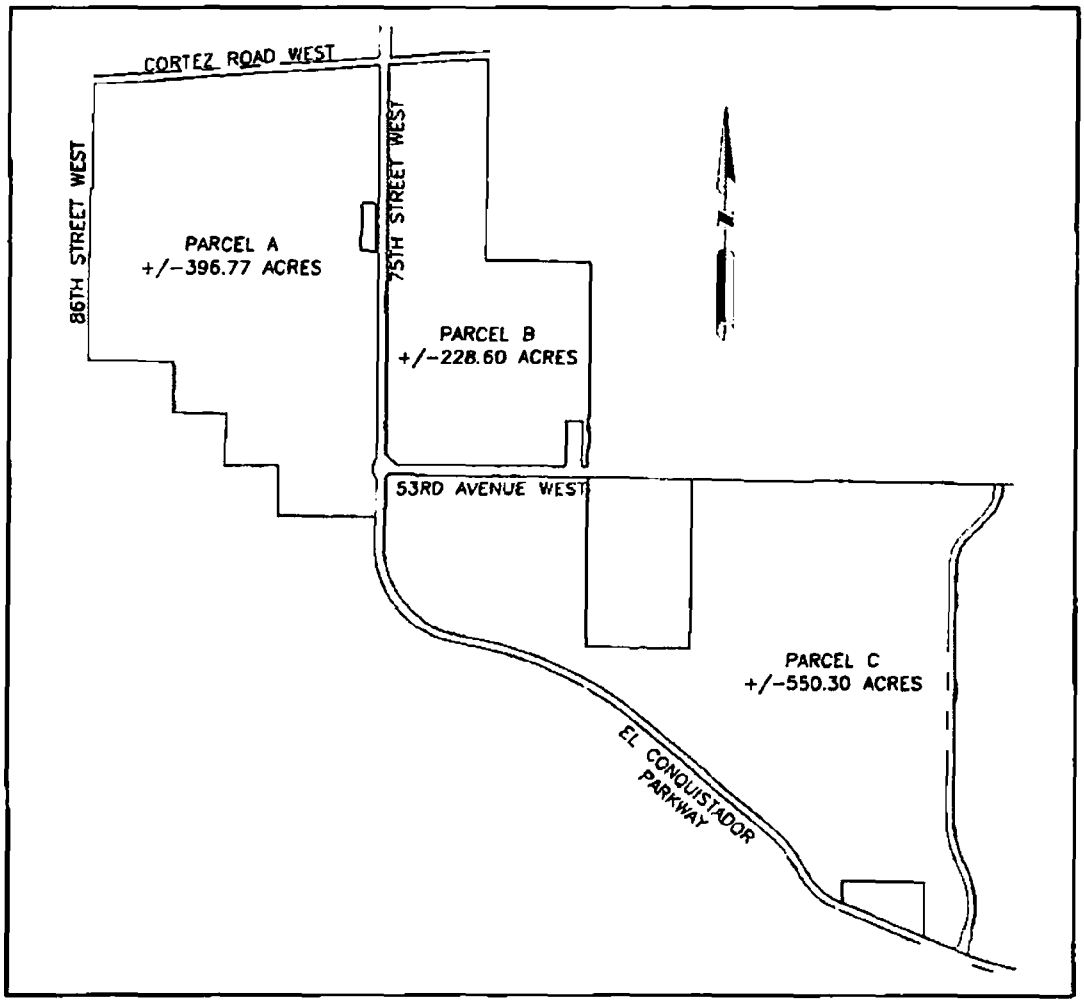
DATE	04/10/18
DRAWN BY	JDF
CHECKED BY	JDF

EXHIBIT B
LAKE FLORES PROPERTY

MANATEE COUNTY, FL

COVER

EXHIBIT B
Lake Flores Property



SHEET LAYOUT
NOT TO SCALE

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960 5580
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2516

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

NOTES:
1. THIS EXHIBIT IS NOT A BOUNDARY SURVEY.

Table Of Contents:
Sheet 1 of 6 - Exhibit
Sheet 2-6 of 6 - Legal description

Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B
LF LEGAL DESCRIPTION
Manatee County, FL

Sheet No	1
Of	5
Project No.:	130217.01

EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL A

A PARCEL OF LAND LYING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH RANGE 17 EAST AND SECTION 13 TOWNSHIP 35 SOUTH, RANGE 16 EAST MANATEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE S 1/4 CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N 89° 20' 44" W, A DISTANCE OF 60.00 FEET; THENCE N 00°13'41" E, A DISTANCE OF 97.20 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, PER THE DEED RECORDED IN OFFICIAL RECORDS BOOK 2277, PAGE 4330 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: S 31°24'16" W, A DISTANCE OF 74.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING OF S 04°24'49" E, AND A CHORD DISTANCE OF 134.60 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°38'10" FOR AN ARC DISTANCE OF 143.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 106.00 FEET, A CHORD BEARING OF S 19°34'32" E, AND A CHORD DISTANCE OF 74.79 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°18'45", FOR AN ARC DISTANCE OF 76.43 FEET TO THE POINT OF TANGENCY; THENCE RUN S 01°04'51" W, A DISTANCE OF 496.72 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE RUN N 89° 34'51" W, A DISTANCE OF 1269.70 FEET; THENCE N 00° 28' 43" E, A DISTANCE OF 676.10 FEET; THENCE N 89° 11' 08" W, A DISTANCE OF 670.43 FEET; THENCE N 01° 33' 27" E, A DISTANCE OF 667.20 FEET; THENCE N 89° 18' 42" W, A DISTANCE OF 665.21 FEET; THENCE N 00° 21'08" E, A DISTANCE OF 655.49 FEET; THENCE N 89° 14' 33" W, A DISTANCE OF 1091.98 FEET; THENCE ALONG THE EASTERLY MAINTAINED RIGHT OF WAY LINE OF 86TH STREET WEST THE FOLLOWING THREE COURSES; N 00° 20' 18" E, A DISTANCE OF 2204.91 FEET; THENCE N 82° 54' 50" E, A DISTANCE OF 32.76 FEET; THENCE N 00° 39' 09" E, A DISTANCE OF 1342.75 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N 02° 02' 38" W, AT A DISTANCE OF 7689.44 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE SOUTHERLY RIGHT OF WAY OF CORTEZ ROAD (FDOT SECTION 13040-2518) THROUGH A CENTRAL ANGLE OF 01° 46' 46", A DISTANCE OF 238.81 FEET TO A POINT OF TANGENCY; THENCE N 86° 10' 36" E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 3003.74 FEET; THENCE N 86° 21' 26" E, CONTINUING ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 406.87 FEET; THENCE S 00° 13' 41" W, ALONG THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 2368.26 FEET; THENCE ALONG THE PERIMETER OF A PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1237 PAGE 3176, THE FOLLOWING SIX COURSES, N 89° 46' 21" W, A DISTANCE OF 34.80 FEET; THENCE N 00° 07' 46" E, A DISTANCE OF 585.50 FEET; THENCE N 89° 50' 41" W, A DISTANCE OF 179.34 FEET; THENCE S 01° 22' 24" W, A DISTANCE OF 596.76 FEET; THENCE S 84° 14' 20" E, A DISTANCE OF 193.23 FEET; THENCE S 89° 46' 20" E, A DISTANCE OF 34.75 FEET; THENCE S 00° 13' 41" W, ALONG THE WEST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 2666.24 FEET TO THE POINT OF BEGINNING.

SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 396.77 ACRES, MORE OR LESS.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE: (407) 960 5960
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION & ENGINEERING INSPECTION

Table Of Contents:
Sheet 1 of 6 - Exhibit
Sheet 2-6 of 6 - Legal description

Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B
LF LEGAL DESCRIPTION
Manatee County, FL

Sheet No	2
Of	5
Project No.:	130217.01

EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL B

A PARCEL OF LAND LYING IN SECTIONS 7, TOWNSHIP 35 SOUTH RANGE 17 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N 00°25' 27" E, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING; THENCE N 89°26' 33" W, ALONG THE NORTH RIGHT OF WAY LINE OF 53 AVENUE WEST, A DISTANCE OF 88.24 FEET; THENCE N 00°36'15" E, A DISTANCE OF 589.32 FEET; THENCE N 89° 20' 51" W, A DISTANCE OF 200.06 FEET; THENCE S 00° 35' 55" W, A DISTANCE OF 589.65 FEET; THENCE N 89° 26' 33" W, ALONG AFOREMENTIONED NORTH RIGHT OF WAY LINE, A DISTANCE OF 2154.18 FEET; THENCE N 44° 36' 54" W, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 212.76 FEET; THENCE N 00° 13' 41" E, ALONG THE EAST RIGHT OF WAY LINE OF 75TH STREET WEST, A DISTANCE OF 4986.61 FEET TO THE SOUTH RIGHT OF WAY LINE OF CORTEZ ROAD; THENCE N 86° 21' 26" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 830.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 11409.16 FEET, A CHORD BEARING OF N 87°29'39" E, AND A CHORD DISTANCE OF 452.73 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE ALSO BEING SAID SOUTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°16'25" FOR AN ARC DISTANCE OF 452.76 FEET; THENCE S 00° 23' 35" W, A DISTANCE OF 2593.74 FEET; THENCE S 89° 21' 57" E, A DISTANCE OF 1327.62 FEET TO THE EAST LINE OF SECTION 7; THENCE S 00° 25' 27" W ALONG SAID SECTION LINE, A DISTANCE OF 2626.08 FEET TO THE POINT OF BEGINNING.
SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS OF RECORD.

CONTAINING 228.60 ACRES, MORE OR LESS.

CPC
CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE : (407) 960 5580
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

Table Of Contents:
Sheet 1 of 6 - Exhibit
Sheet 2-6 of 6 - Legal description

Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B
LF LEGAL DESCRIPTION
Manatee County, FL

Sheet No:	Of
3	5

Project No.: 130217.01

EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL C – WEST PORTION

A PARCEL OF LAND LYING IN SECTION 17, 18 AND 20 TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE S 00° 21' 31" W, A DISTANCE OF 106.00 FEET TO THE POINT OF BEGINNING; BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE WEST AS RECORDED IN OFFICIAL RECORD BOOK 2580, PAGE 543 OF THE PUBLIC RECORD OF MANATEE COUNTY, FLORIDA; THENCE S 00° 25' 50" W DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 2222.65 FEET; THENCE S 89° 11' 59" E, A DISTANCE OF 1325.99 FEET; THENCE N 00° 25'15" E, A DISTANCE OF 2209.35 FEET A POINT ON SAID SOUTH RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING FIVE COURSES: S 89° 03' 27" E A DISTANCE OF 1582.22 FEET; THENCE N 00° 01' 27" E A DISTANCE OF 12.00 FEET; THENCE S 89° 03' 27" E A DISTANCE OF 2393.41 FEET; THENCE S 89° 32' 55" E A DISTANCE OF 31.18 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE RUN S 00°19'57" W, A DISTANCE OF 32.34 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 620.00 FEET, A CHORD BEARING OF S 07° 13' 06" W AND A CHORD LENGTH OF 148.66 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13° 46' 18" FOR AN ARC LENGTH OF 149.02 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE N 76° 49' 12" W A DISTANCE OF 10.00 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 610.00 FEET, A CHORD BEARING OF S 28° 46' 46" W AND A CHORD LENGTH OF 308.76 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 19' 13" FOR AN ARC LENGTH OF 312.16 FEE TO THE POINT OF TANGENCY; THENCE S 43° 26' 22" W A DISTANCE OF 246.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1010.00 FEET, A CHORD BEARING OF S 45° 41' 53" W AND A CHORD LENGTH OF 79.60 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04° 31' 00" FOR AN ARC LENGTH OF 79.62 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF S 24° 08' 55" W AND A CHORD LENGTH OF 484.40 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 36' 56" FOR AN ARC LENGTH OF 498.63 FEET TO THE POINT OF TANGENCY; THENCE S 00° 20' 27" W A DISTANCE OF 178.20 FEET; THENCE S 00° 20' 20" W A DISTANCE OF 3070.39 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1100.00 FEET, A CHORD BEARING OF S 14° 25' 40" E AND A CHORD LENGTH OF 560.74 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29° 32' 00" FOR AN ARC LENGTH OF 567.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1140.00 FEET, A CHORD BEARING OF S 05° 53' 34" E AND A CHORD LENGTH OF 901.90 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46° 36' 11" FOR AN ARC LENGTH OF 927.25 FEET TO A POINT OF INTERSECTION WITH A NON–TANGENT LINE; THENCE S 80° 13' 56" E A DISTANCE OF 20.16 FEET TO A POINT ON A NON–TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1589.63 FEET, A CHORD BEARING OF S 13° 56' 32" W AND A CHORD LENGTH OF 231.42 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08° 20' 55" FOR AN ARC LENGTH OF 231.63 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S 05° 55' 53" E AND A CHORD LENGTH OF 40.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48° 10' 31" FOR AN ARC LENGTH OF 42.04 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 115.00 FEET, A CHORD BEARING OF S 17° 32' 03" E AND A CHORD LENGTH OF 49.72 FEET;

CARNAHAN PROCTOR & CROSS
804 COURTLAND STREET SUITE 101
PHONE : (407) 960 5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

Table Of Contents:
Sheet 1 of 6 - Exhibit
Sheet 2-6 of 6 - Legal description

Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B
LF LEGAL DESCRIPTION
Manatee County, FL

Sheet No.:	4
Of	5
Project No.:	130217.01

EXHIBIT B
Lake Flores Property

LEGAL DESCRIPTION

PARCEL C - WEST PORTION (CONTINUATION)

THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24° 58' 12" FOR AN ARC LENGTH OF 50.12 FEET TO A POINT ON A NORTHERLY RIGHT OF WAY LINE OF EL CONQUISTADOR PARKWAY AND TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 5059.00 FEET, A CHORD BEARING OF N 68° 22' 23" W AND A CHORD LENGTH OF 260.88 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 57' 18" FOR AN ARC LENGTH OF 260.91 FEET TO THE POINT OF TANGENCY; THENCE N 66° 53' 44" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 376.28 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 00° 20' 30" E A DISTANCE OF 716.38 FEET; THENCE N 89° 23' 40" W A DISTANCE OF 1047.39 FEET; THENCE S 00° 22' 45" W A DISTANCE OF 281.65 FEET TO SAID RIGHT OF WAY LINE; THENCE N 66° 53' 44" W A DISTANCE OF 32.53 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 850.00 FEET, A CHORD BEARING OF N 47° 21' 21" W AND A CHORD LENGTH OF 568.58 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39° 04' 46" FOR AN ARC LENGTH OF 579.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1825.00 FEET, A CHORD BEARING OF N 38° 42' 58" W AND A CHORD LENGTH OF 690.20 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21° 48' 00" FOR AN ARC LENGTH OF 694.38 FEET TO THE POINT OF TANGENCY; THENCE N 49° 36' 58" W A DISTANCE OF 2175.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 4900.00 FEET, A CHORD BEARING OF N 65° 05' 52" W AND A CHORD LENGTH OF 2615.91 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 57' 48" FOR AN ARC LENGTH OF 2648.02 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1200.00 FEET, A CHORD BEARING OF N 68° 35' 07" W AND A CHORD LENGTH OF 498.75 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 59' 19" FOR AN ARC LENGTH OF 502.42 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE THENCE N 33° 24' 33" E A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1190.00 FEET, A CHORD BEARING OF N 27° 45' 18" W AND A CHORD LENGTH OF 1147.88 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 57° 40' 18" FOR AN ARC LENGTH OF 1197.81 FEET TO THE POINT OF TANGENCY; THENCE N 01° 04' 51" E A DISTANCE OF 864.32 FEET; THENCE N 45° 49' 20" E A DISTANCE OF 75.83 FEET TO THE SOUTH RIGHT OF WAY LINE OF 53RD AVENUE WEST; THENCE S 89° 26' 33" E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 343.99 FEET; THENCE S 00° 00' 00" E A DISTANCE OF 20.00 FEET; THENCE S 89° 26' 32" E A DISTANCE OF 2195.80 FEET TO THE POINT OF BEGINNING

CONTAINING 550.319 ACRES, MORE OR LESS.

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE: (407) 960 5980
ORLANDO, FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

Table Of Contents:
Sheet 1 of 6 - Exhibit
Sheet 2-6 of 6 - Legal description

Date	5/15/2019
Drawn By	LS
Checked By	JWQ

EXHIBIT B
LF LEGAL DESCRIPTION
Manatee County, FL

Sheet No.	Of
5	5

Project No.: 130217.01

EXHIBIT C

COMBINED LAKE SKETCH OF DESCRIPTION

CARNAHAN PROCTOR & CROSS
604 COURTLAND STREET SUITE 101
PHONE: (407) 960-5560
ORLANDO FLORIDA 32804
CERTIFICATE OF AUTHORIZATION # 2936

LAND DEVELOPMENT
SURVEYING
CONSTRUCTION ENGINEERING INSPECTION

DATE: 04/10/18
DRAWN BY: JDF
CHECKED BY: JDF

EXHIBIT C
COMBINED LAKE SKETCH OF DESCRIPTION

MANATEE COUNTY, FL

COVER	

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

Lake Flores Parcel

DESCRIPTION (PARCEL):

A PARCEL OF LAND BEING A PORTION OF PARCEL IDENTIFICATION NUMBERS 5164500109 ACCORDING TO THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7 N89°13'06"W, 1,336.89 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SOUTH LINE OF SECTION 7, N89°13'06"W, 670.43 FEET; THENCE N01°33'44"E, 667.50 FEET; THENCE N89°20'10"W, 209.91 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S49°49'08"W, 44.00 FEET, AND HAVING A CENTRAL ANGLE OF 43°22'47"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 33.31 FEET; THENCE ALONG A NON-TANGENT LINE, N89°20'10"W, 291.74 FEET; THENCE N22°00'59"W, 174.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 97.00 FEET AND A CENTRAL ANGLE OF 22°00'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 37.27 FEET; THENCE N00°00'00"E, 105.92 FEET; THENCE N90°00'00"E, 496.86 FEET; THENCE N00°00'00"E, 120.00 FEET; THENCE N01°32'53"W, 37.01 FEET; THENCE N00°00'00"E, 469.43 FEET; THENCE S89°46'18"E, 263.86 FEET; THENCE S00°13'41"W, 545.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 548.00 FEET AND A CENTRAL ANGLE OF 36°07'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 345.47 FEET; THENCE S35°53'31"E, 782.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 32°20'41"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 270.97 FEET; THENCE S00°00'00"E, 580.78 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS N69°41'01"W, 96.00 FEET, AND HAVING A CENTRAL ANGLE OF 49°48'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 83.46 FEET; THENCE ALONG A NON-TANGENT LINE, N89°34'08"W, 224.55 FEET; THENCE N00°27'54"E, 676.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 989,745 SQUARE FEET OR 22.72 ACRES, MORE OR LESS.

SKETCH & DESCRIPTION
OF
A PORTION OF INSTRUMENT #202241034688
PARCEL IDENTIFICATION NUMBER 5164500109
LOCATED IN
SECTION 7 & 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

DRAWN: LL DATE: 2023.12.06

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NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFFIXED.

REVIEW

PID 5164500109
MANATEE COUNTY, FLORIDA

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

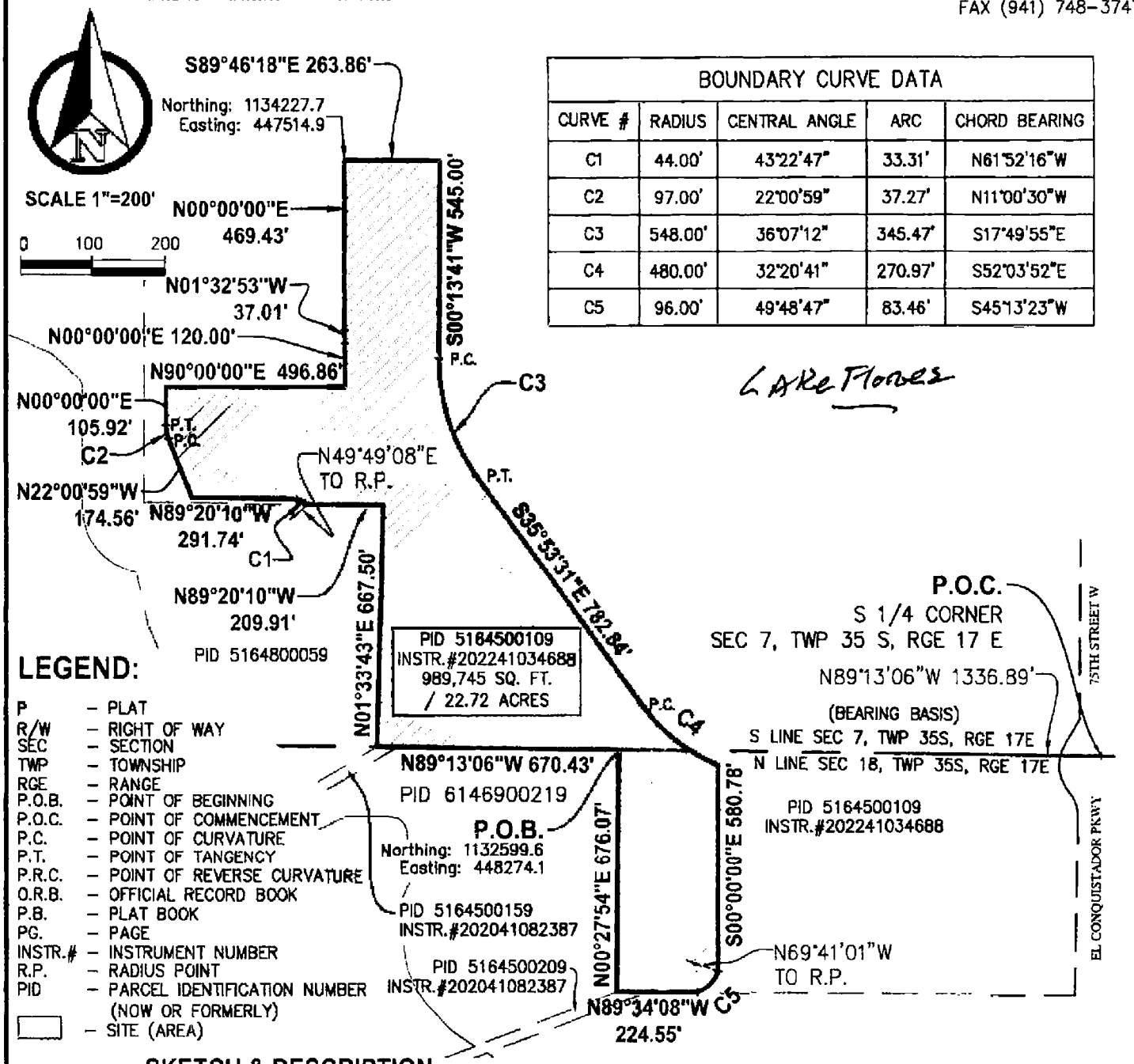
T:\LAKE FLORES\S&D\LAKE FLORES EAST S&D.dwg, Plot Date: Dec 18, 2023@3:07pm, By:JSAL

ZNS ENGINEERING

Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747



BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	44.00'	43°22'47"	33.31'	N61°52'16"W
C2	97.00'	22°00'59"	37.27'	N11°00'30"W
C3	548.00'	36°07'12"	345.47'	S17°49'55"E
C4	480.00'	32°20'41"	270.97'	S52°03'52"E
C5	96.00'	49°48'47"	83.46'	S45°13'23"W

LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
SEC	–	SECTION
TWP	–	TOWNSHIP
RGE	–	RANGE
P.O.B.	–	POINT OF BEGINNING
P.O.C.	–	POINT OF COMMENCEMENT
P.C.	–	POINT OF CURVATURE
P.T.	–	POINT OF TANGENCY
P.R.C.	–	POINT OF REVERSE CURVATURE
O.R.B.	–	OFFICIAL RECORD BOOK
P.B.	–	PLAT BOOK
PG.	–	PAGE
INSTR.#	–	INSTRUMENT NUMBER
R.P.	–	RADIUS POINT
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
	–	SITE (AREA)

SKETCH & DESCRIPTION

OF

A PORTION OF INSTRUMENT #202241034688
PARCEL IDENTIFICATION NUMBER 5164500109

LOCATED IN

SECTION 7 & 18,
TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PID 5164500109
MANATEE COUNTY, FLORIDA

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N89°13'06"W FOR THE SOUTH LINE OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 989,745 SQUARE FEET OR 22.72 ACRES, MORE OR LESS.

T:\LAKE FLORES\SkD\LAKE FLORES EAST SkD.dwg, Plot Date: Dec 18, 2023@3:07pm, ByLISAL

Inst. Number: 202541001864 Page 36 of 38 Date: 1/7/2025 Time: 12:45 PM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Deed: 0.00 Doc Mort: 0.00 Int Tax: 0.00

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

Lake San Pointe Parcel

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION (PARCEL):

A PARCEL OF LAND BEING A PORTION OF PARCEL IDENTIFICATION NUMBERS 5164800059, 5164500159, 6146900219, 5164500209, AND 6146900079 ACCORDING TO THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST;; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7 N89°13'06"W, 1,336.89 FEET TO THE **POINT OF BEGINNING**; THENCE S00°27'54"W, 676.07 FEET; THENCE S89°34'08"E, 224.55 FEET TO A POINT ON A CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS N19°52'14"W, 96.00 FEET, AND HAVING A CENTRAL ANGLE OF 20°18'51"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 34.04 FEET; THENCE N89°33'23"W, 257.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 84.00 FEET AND A CENTRAL ANGLE OF 13°17'56"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 19.50 FEET; THENCE S77°08'40"W, 52.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET AND A CENTRAL ANGLE OF 68°58'06"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 67.41 FEET; THENCE N33°53'13"W, 311.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET AND A CENTRAL ANGLE OF 34°43'01"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 33.93 FEET; THENCE N00°49'47"E, 16.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET AND A CENTRAL ANGLE OF 49°22'41"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 48.26 FEET; THENCE N50°12'29"E, 168.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 84.00 FEET AND A CENTRAL ANGLE OF 132°52'23"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 194.80 FEET; THENCE N82°39'54"W, 238.51 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 194.00 FEET AND A CENTRAL ANGLE OF 22°14'30"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 75.31 FEET; THENCE S75°05'36"W, 151.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET AND A CENTRAL ANGLE OF 106°27'03"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 104.04 FEET; THENCE N01°32'38"E, 261.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET AND A CENTRAL ANGLE OF 45°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 43.98 FEET; THENCE N46°32'38"E, 48.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET AND A CENTRAL ANGLE OF 45°00'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 34.56 FEET; THENCE N01°32'38"E, 98.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET AND A CENTRAL ANGLE OF 31°36'39"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 24.28 FEET; THENCE N30°04'00"W, 244.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 44.00 FEET AND A CENTRAL ANGLE OF 10°06'52"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 7.77 FEET; THENCE S89°20'10"E, 209.91 FEET; THENCE S01°33'43"W, 667.50 FEET; THENCE S89°13'06"E, 670.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 308,642 SQUARE FEET OR 7.09 ACRES, MORE OR LESS.

SKETCH & DESCRIPTION
OF
A PORTION OF PARCEL IDENTIFICATION NUMBERS 5164800059, 5164500159, 6146900219, 5164500209, & 6146900079
LOCATED IN
SECTION 7 & 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

DRAWN: LL DATE: 2023.12.06

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REVIEW

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

A PORTION OF PID 5164800059, 5164500159, 6146900219, 5164500209, & 6146900079
MANATEE COUNTY, FLORIDA

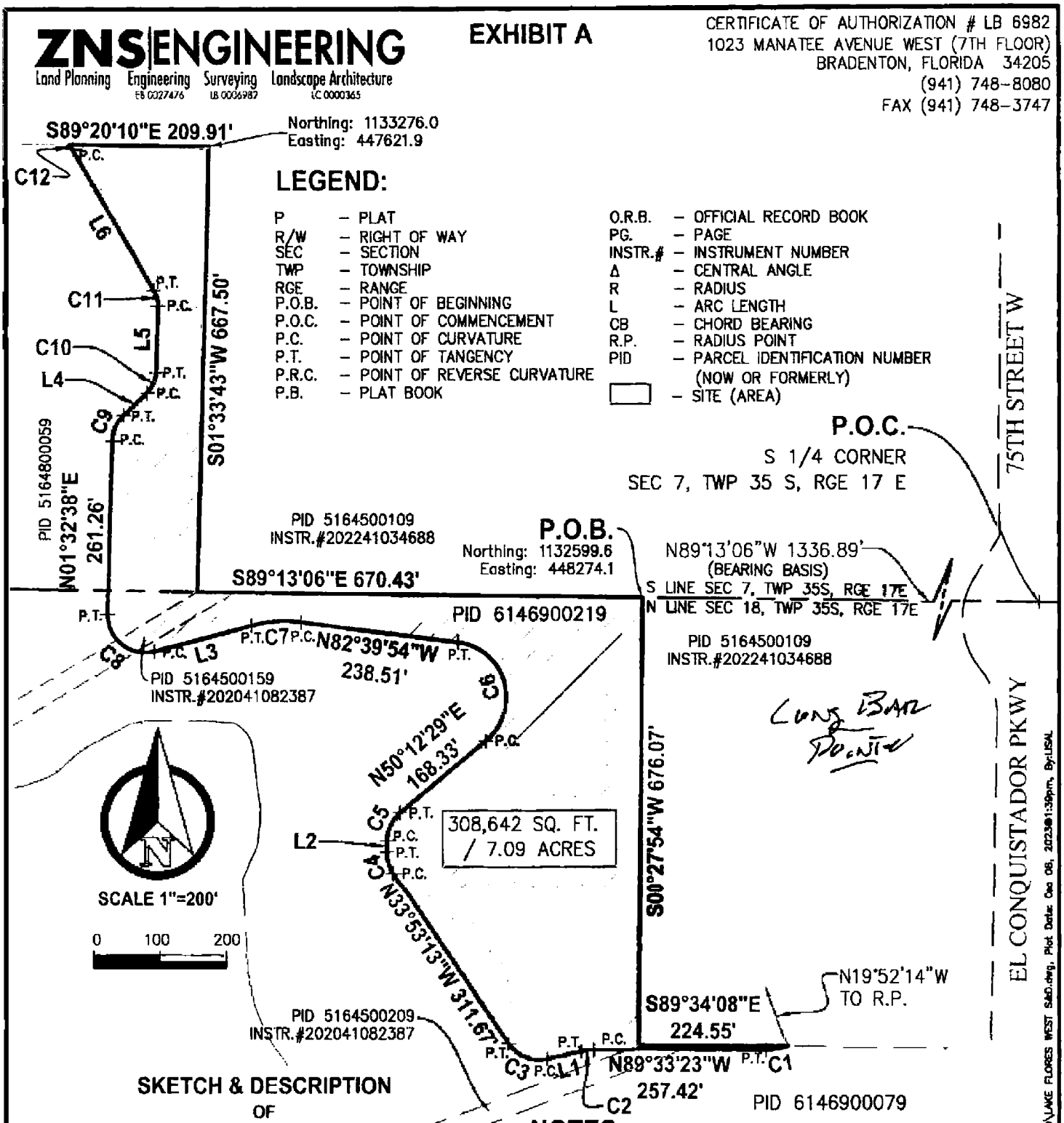
SHEET 1 OF 3

\\ZNS-SURVEY\Sur-Data\LAKE FLORES\S&D\LAKE FLORES WEST S&D.dwg, Plot Date: Dec 08, 2023@1:39pm, By:LISAL

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006987 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

EXHIBIT A



SKETCH & DESCRIPTION
OF
A PORTION OF PARCEL IDENTIFICATION NUMBERS 5164800059, 5164500159, 6146900219, 5164500209, & 6146900079
LOCATED IN
SECTION 7 & 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST MANATEE COUNTY, FLORIDA

A PORTION OF PID 5164800059, 5164500159, 6146900219, 5164500209, & 6146900079
MANATEE COUNTY, FLORIDA

LEGEND:

P	– PLAT	O.R.B.	– OFFICIAL RECORD BOOK
R/W	– RIGHT OF WAY	PG.	– PAGE
SEC	– SECTION	INSTR.#	– INSTRUMENT NUMBER
TWP	– TOWNSHIP	Δ	– CENTRAL ANGLE
RGE	– RANGE	R	– RADIUS
P.O.B.	– POINT OF BEGINNING	L	– ARC LENGTH
P.O.C.	– POINT OF COMMENCEMENT	CB	– CHORD BEARING
P.C.	– POINT OF CURVATURE	R.P.	– RADIUS POINT
P.T.	– POINT OF TANGENCY	PID	– PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
P.R.C.	– POINT OF REVERSE CURVATURE		
P.B.	– PLAT BOOK		– SITE (AREA)

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N89°13'06"W FOR THE SOUTH LINE OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 308,642 SQUARE FEET OR 7.09 ACRES, MORE OR LESS.

\\ZNS-SURVEY\Sur-Data\LAKE FLORES\S&D\LAKE FLORES WEST S&D.dwg, Plot Date: Dec 06, 2022@1:39pm, By:LISAL

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

LINE AND CURVE TABLES

BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	96.00'	20°18'51"	34.04'	S80°17'11"W
C2	84.00'	13°17'56"	19.50'	S83°47'38"W
C3	56.00'	68°58'06"	67.41'	N68°22'17"W
C4	56.00'	34°43'01"	33.93'	N16°31'43"W
C5	56.00'	49°22'41"	48.26'	N25°31'08"E
C6	84.00'	132°52'23"	194.80'	N16°13'43"W
C7	194.00'	22°14'30"	75.31'	S86°12'51"W
C8	56.00'	106°27'03"	104.04'	N51°40'53"W
C9	56.00'	45°00'00"	43.98'	N24°02'38"E
C10	44.00'	45°00'00"	34.56'	N24°02'38"E
C11	44.00'	31°36'39"	24.28'	N14°15'41"W
C12	44.00'	10°06'52"	7.77'	N35°07'26"W

BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	S77°08'40"W	52.53'
L2	N00°49'47"E	16.29'
L3	S75°05'36"W	151.41'
L4	N46°32'38"E	48.81'
L5	N01°32'38"E	98.32'
L6	N30°04'00"W	244.01'

LONG BAR POINTE

SKETCH & DESCRIPTION

OF

A PORTION OF PARCEL IDENTIFICATION NUMBERS 5164800059, 5164500159, 6146900219, 5164500209, & 6146900079

LOCATED IN

SECTION 7 & 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

\\ZNS-SURVEY\Sur-Data\LAKE FLORES\3&7\LAKE FLORES WEST S&D.dwg, Plot Date: Dec 08, 2023@1:39pm, By:LISAL

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

10C

This instrument was prepared by:	(This space reserved for Clerk)
Jere Earlywine Kutak Rock, LLP 107 West College Avenue Tallahassee, Florida 32301	

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 17th day of December, 2024, by and among **CORTEZ75W INVESTORS, LLC**, a Delaware limited liability company, with an address of 900 N Michigan Ave., suite 1600, Chicago, IL 60611 ("**Grantor**"), and **LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT,** a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, and more particularly described in **Exhibit A** ("**Property**").

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESS

By: _____
Name: Gary Walker
Address: 400 SE 12th Street, Bldg. D
Fort Lauderdale, FL 33316

By: _____
Name: Judith Hattier
Address: 400 SE 12th Street, Bldg. D
Fort Lauderdale, FL 33316

CORTEZ75W INVESTORS, LLC

By: _____
Name: James D. Motta
Title: Authorized Agent

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ **online notarization, this** 17th day of December, 2024, by James D. Motta, as Authorized Agent of Cortez77W Investors, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as **identification.**

(NOTARY SEAL)

JUDITH HATTIER
MY COMMISSION EXPIRES
JULY 13, 2025
#HH 129121
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

_____
NOTARY PUBLIC, STATE OF FLORIDA

Name: Judith Hattier
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

EXHIBIT A

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

Lake Flores Parcel

DESCRIPTION (PARCEL):

A PARCEL OF LAND BEING A PORTION OF PARCEL IDENTIFICATION NUMBERS 5164500109 ACCORDING TO THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTIONS 7 AND 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST, BEING DESCRIBED AS FOLLOWS.

COMMENCE AT THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 7 N89°13'06"W, 1,336.89 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SOUTH LINE OF SECTION 7, N89°13'06"W, 670.43 FEET; THENCE N01°33'44"E, 667.50 FEET; THENCE N89°20'10"W, 209.91 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, WHOSE RADIUS POINT BEARS S49°49'08"W, 44.00 FEET, AND HAVING A CENTRAL ANGLE OF 43°22'47"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 33.31 FEET; THENCE ALONG A NON-TANGENT LINE, N89°20'10"W, 291.74 FEET; THENCE N22°00'59"W, 174.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 97.00 FEET AND A CENTRAL ANGLE OF 22°00'59"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 37.27 FEET; THENCE N00°00'00"E, 105.92 FEET; THENCE N90°00'00"E, 496.86 FEET; THENCE N00°00'00"E, 120.00 FEET; THENCE N01°32'53"W, 37.01 FEET; THENCE N00°00'00"E, 469.43 FEET; THENCE S89°46'18"E, 263.86 FEET; THENCE S00°13'41"W, 545.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 548.00 FEET AND A CENTRAL ANGLE OF 36°07'12"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 345.47 FEET; THENCE S35°53'31"E, 782.84 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 32°20'41"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 270.97 FEET; THENCE S00°00'00"E, 580.78 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, WHOSE RADIUS POINT BEARS N69°41'01"W, 96.00 FEET, AND HAVING A CENTRAL ANGLE OF 49°48'47"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 83.46 FEET; THENCE ALONG A NON-TANGENT LINE, N89°34'08"W, 224.55 FEET; THENCE N00°27'54"E, 676.07 FEET TO THE POINT OF BEGINNING.

CONTAINING 989,745 SQUARE FEET OR 22.72 ACRES, MORE OR LESS.

SKETCH & DESCRIPTION
OF
A PORTION OF INSTRUMENT #202241034688
PARCEL IDENTIFICATION NUMBER 5164500109
LOCATED IN
SECTION 7 & 18, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

DRAWN: LL DATE: 2023.12.06

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NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFFIXED.

REVIEW

BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. PLS 6809

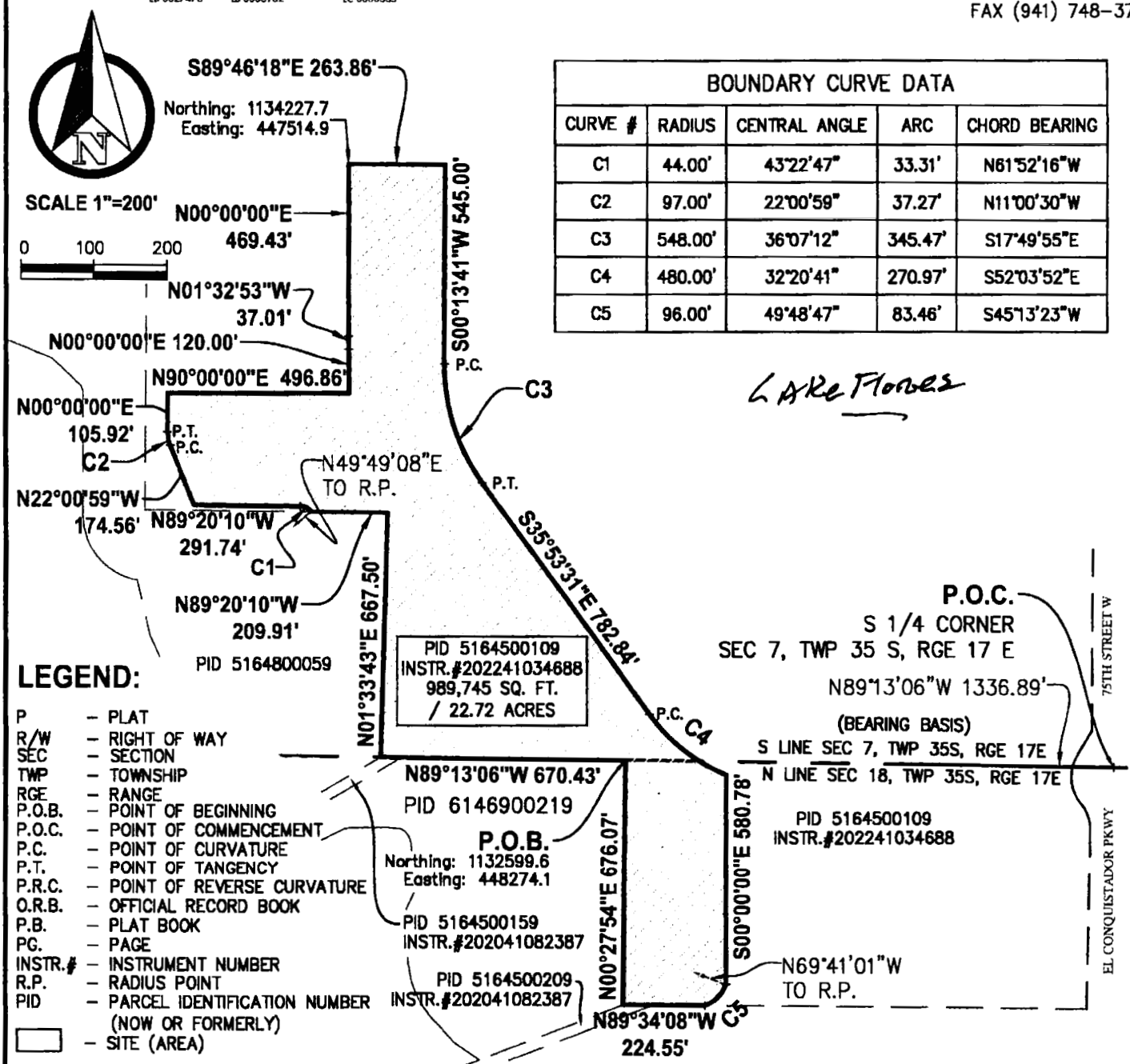
PID 5164500109
MANATEE COUNTY, FLORIDA

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ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

EXHIBIT A



BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	44.00'	43°22'47"	33.31'	N61°52'16"W
C2	97.00'	22°00'59"	37.27'	N11°00'30"W
C3	548.00'	36°07'12"	345.47'	S17°49'55"E
C4	480.00'	32°20'41"	270.97'	S52°03'52"E
C5	96.00'	49°48'47"	83.46'	S45°13'23"W

LEGEND:

P	–	PLAT
R/W	–	RIGHT OF WAY
SEC	–	SECTION
TWP	–	TOWNSHIP
RGE	–	RANGE
P.O.B.	–	POINT OF BEGINNING
P.O.C.	–	POINT OF COMMENCEMENT
P.C.	–	POINT OF CURVATURE
P.T.	–	POINT OF TANGENCY
P.R.C.	–	POINT OF REVERSE CURVATURE
O.R.B.	–	OFFICIAL RECORD BOOK
P.B.	–	PLAT BOOK
PG.	–	PAGE
INSTR.#	–	INSTRUMENT NUMBER
R.P.	–	RADIUS POINT
PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
▭	–	SITE (AREA)

SKETCH & DESCRIPTION

OF

A PORTION OF INSTRUMENT #202241034688
PARCEL IDENTIFICATION NUMBER 5164500109

LOCATED IN

SECTION 7 & 18,
TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PID 5164500109
MANATEE COUNTY, FLORIDA

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE NAD 83/11, DERIVING A BEARING OF N89°13'06"W FOR THE SOUTH LINE OF SECTION 7, TOWNSHIP 35 SOUTH, RANGE 17 EAST.
2. THIS SKETCH HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACT AND THEREFORE DOES NOT NECESSARILY INDICATE ALL THE ENCUMBRANCES ON THE PROPERTY.
3. THIS SKETCH **DOES NOT** REPRESENT A BOUNDARY SURVEY.
4. CONTAINING 989,745 SQUARE FEET OR 22.72 ACRES, MORE OR LESS.

T:\LAKE FLORES\SKETCH\LAKE FLORES EAST Sketch.dwg, Plot Date: Dec 18, 2023@3:07pm, By:LSN.

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

11A

FPL Account Number: **77868-91106**

FPL Work Request Number: **13653748**

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Lake Flores Community Development District (hereinafter called the Customer), requests on this 6th day of **January**, **2025** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Cortez Road West/ 75 Street West , located in Bradenton , Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Contempo	38	3358	3000k	12	
Roadway	42	5000	3000k	24	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Standard Concrete tenon mount 20'	12	
Standard Concrete arm mount 30'	24	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): 6' arm bracket

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement,all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC)or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $128.72 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $0 prior to FPL's initiating the requested installation ormodification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities isdefined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Lake Flores Community Development District	**FLORIDA POWER & LIGHT COMPANY**
Customer (Print or type name of Organization)	
By: _____	**By:** _____
Signature (Authorized Representative)	**(Signature)**
_____	**Anthony Brito**
(Print or type name)	**(Print or type name)**
Title: _____	**Title: FPL LT-1 Representative**

EXHIBIT A

LED Lighting Plan

Account Name:-Lake Flores Development

Lake Flores Development-WR#13653748 – PH N1

Completion Date -Calculator Tool	Date
Expected Closed Date	Dec 19, 2024
Material Delivery Date	Feb 27, 2025
Estimated Requesting Date	Jun 14, 2025

Going Green

This plan reduces power consumption by: 6,192.00 kWH / Year

And that eliminates: 4.35 metric tons of CO2 every year

Or removing: 1 cars from the road

TOTAL	**36**		**$ 673.65**	**$ 0.00**	**$ 0.00**

INSTALLATION DETAILS			EXISTING	Option 1	Option 2	Option 3
Installation 1		**Fixture**		Roadway 5,000L		
		Fixture/Pole	1	1	1	1
		Pole Type		30' with 22.5'MH Standard Concrete Side Mount		
		Fixture*	$ 0.00	$ 107.88	$ 0.00	$ 0.00
Quantity	24	**Pole**	$ 0.00	$ 195.36	$ 0.00	$ 0.00
FPL Conversion	False	**Maintenance**	$ 0.00	$ 34.80	$ 0.00	$ 0.00
Full/Hybrid	Full	**Energy**	$ 0.00	$ 25.99	$ 0.00	$ 0.00
		Monthly Total	$ 0.00	$ 364.03	$ 0.00	$ 0.00

INSTALLATION DETAILS			EXISTING	Option 1	Option 2	Option 3
Installation 2		**Fixture**		Contempo 38 Watt 3000K (Post Top)		
		Fixture/Pole	1	1	1	1
		Pole Type		20' with 13'MH Standard Concrete Tenon Mount		
		Fixture*	$ 0.00	$ 53.94	$ 0.00	$ 0.00
Quantity	12	**Pole**	$ 0.00	$ 97.68	$ 0.00	$ 0.00
FPL Conversion	False	**Maintenance**	$ 0.00	$ 17.40	$ 0.00	$ 0.00
Full/Hybrid	Full	**Energy**	$ 0.00	$ 11.88	$ 0.00	$ 0.00
		Monthly Total	$ 0.00	$ 180.90	$ 0.00	$ 0.00

ALC Charge Details

Type	Cost
ALC	128.72

EXHIBIT B

** ALC Calculator **

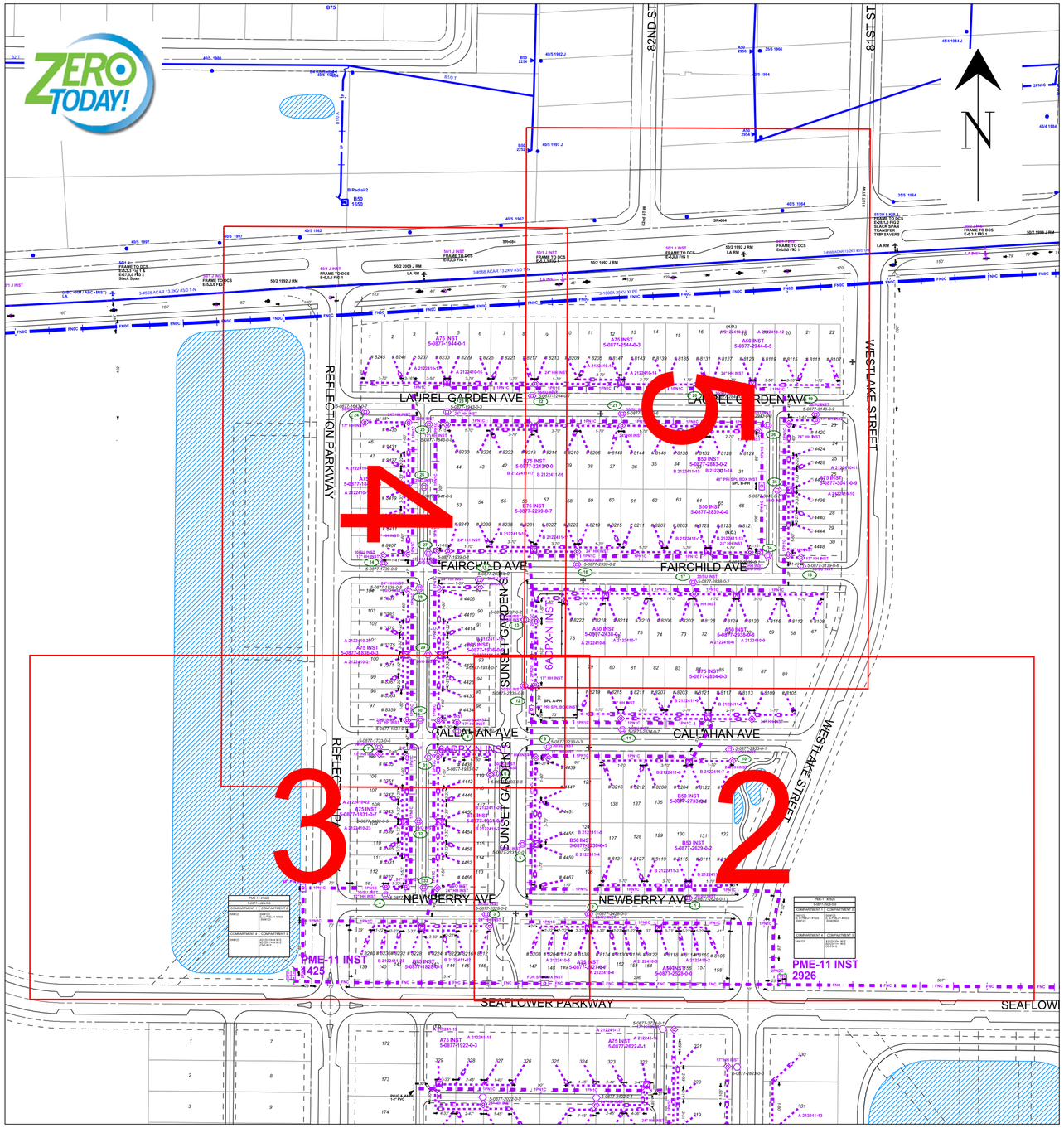
Type	ALC Description	Footage / Quantity	Cost*	Cost to Customer	
Wire	OH				$ -
UG	CBL IN DUCT	848			$ 6,648.32
UG	17" hh	16			$ 3,408.00
Hybrid	Adapter				$ -
					$ 10,056.32
				$ 128.72	MONTHLY COST TO CUSTOMER

TARIFF ALC FACTOR	1.28%

EXHIBIT C

Cover Sheet: WR#13653748

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [X] SALT SPRAY [ ] ROCK



GENERAL NOTES
- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

CAUTION
- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

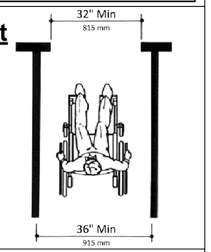
NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE

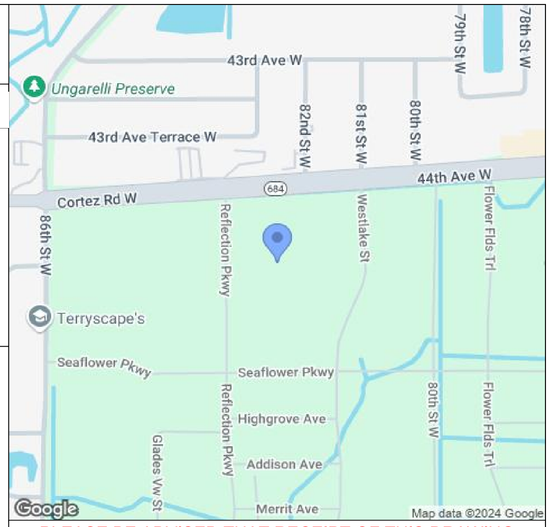
RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.



PLEASE BE ADVISED THAT RECEIPT OF THIS DRAWING AND/OR SURVEY, WHICH IS AN APPROXIMATION, DOES NOT RELIEVE YOU OF ANY STATUTORY OBLIGATIONS, INCLUDING THE PROVISIONS CONTAINED IN SECTION 556, FLORIDA STATUTES.
CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

Construction Notes:

REQUIRED DRAWINGS:
WR_13653748_18X24 UG

CABLE:
-STREET LIGHT IS #6 DPX HM-HD IN 1-2" PVC WITH 24" MIN COVER
-ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
-(XXX') DENOTES CABLE PULL DISTANCE
-UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING

STREET LIGHTS:
-STREET LIGHTS ARE 42W 3000K LED ROADWAY ARM MOUNT AND 39W 3000K LED POST TOP CONTEMPO ON 30 FT & 20 FT CONCRETE POLES - FPL OWNED AND MAINTAINED

LARGEST A/C TONS:		
HOME SQ. FT.		

IPC	DATE	REVISION
4		
3		
2		INSTALL 9 - 39W 3000K LED POST TOP CONTEMPO ON STREET LIGHTS ON 30 FT CONCRETE POLES
1	12/19/2024	INSTALL 24 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]		
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:		
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]			

Job Owner:	Michelle Mitich	M/A: MS	Township: 35 Range: 17 Section 07
Designer:	Kirkland Thames		LAKE FLORES PH-N1 SL
Date:	12/19/2024		
Original Size: 18 x 24			8116 CORTEZ RD W,, BRANDENTON, FL, 34210
0' 134' 268'		Dwg No. 13653748_18x24 UG.xml	Map: LC0592
		WR: 13653748	Page 1 of 5

Size: 18 x 24
PRINTED BY: EXC0ZQK
PLOT DATE/TIME: 12/19/2024 09:41:33

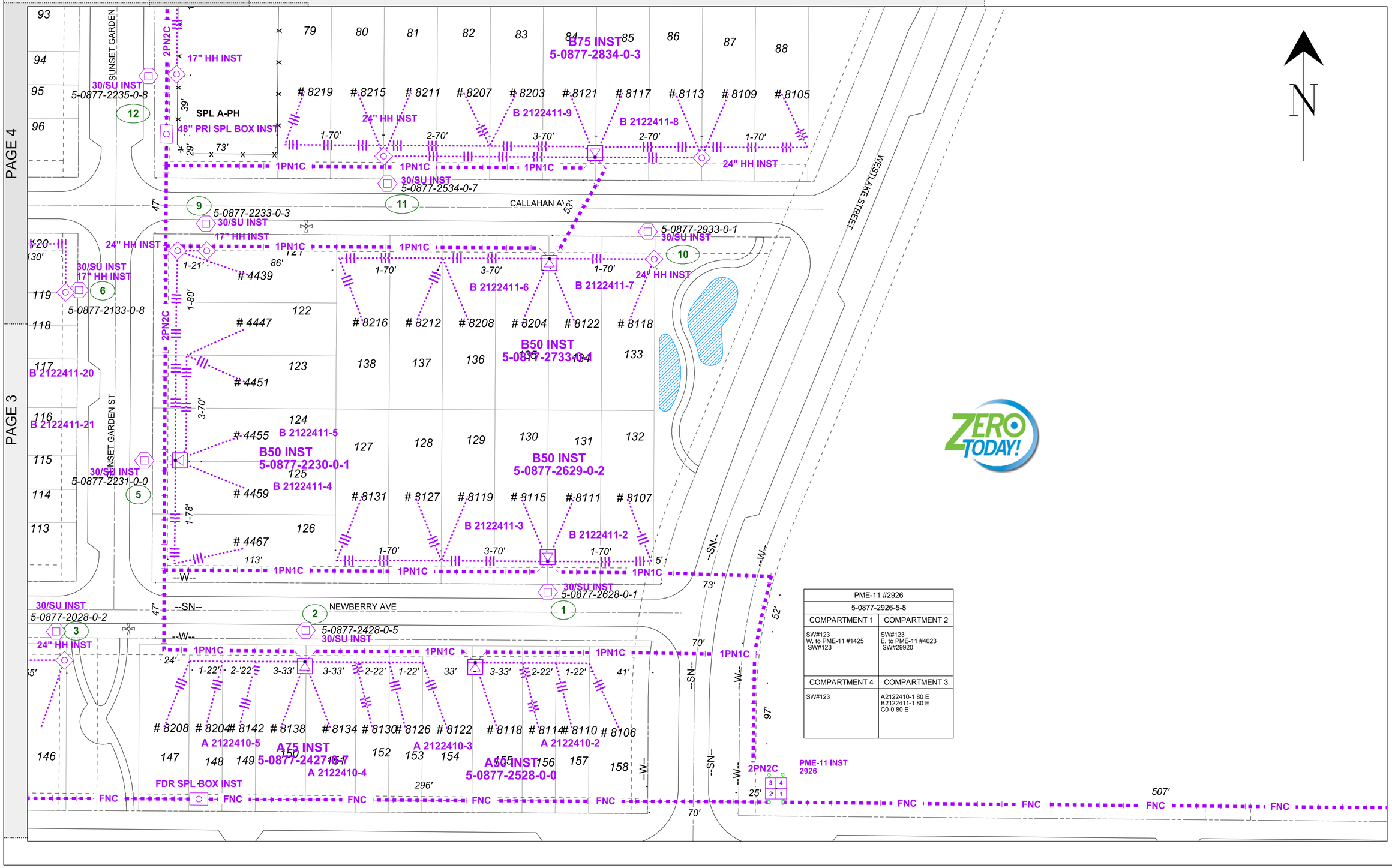
FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [X] SALT SPRAY [ ] ROCK

PAGE 5

PAGE 4

PAGE 3



PME-11 #2926	
5-0877-2926-5-8	
COMPARTMENT 1	COMPARTMENT 2
SW#123 W. to PME-11 #1425 SW#123	SW#123 E. to PME-11 #4023 SW#29920
COMPARTMENT 4	COMPARTMENT 3
SW#123	A2122410-1 80 E B2122411-1 80 E C0-0 80 E

4			
3			
2		INSTALL 9 - 39W 3000K LED POST TOP CONTEMPO ON STREET LIGHTS ON 30 FT CONCRETE POLES	
1	12/19/2024	INSTALL 24 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES	
IPC	DATE	REVISION	

AS-BUILT CREW PRINT

Foreman's Signature / Date

AS-BUILT COPY

Initials / Cert. Date

Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.

Supervisor's Signature / Date

All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.

Foreman's Signature / Date

Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]			

Job Owner:	Michelle Mitich		Township: 35 Range: 17 Section 07
Designer:	Kirkland Thames		LAKE FLORES PH-N1 SL
Date:	12/19/2024		
Original Size: 18 x 24			8116 CORTEZ RD W,, BRANDENTON, FL, 34210
0' 40' 80'		Dwg No. 13653748_18x24 UG.xml	Map: LC0592
		WR: 13653748	Page 2 of 5

Size: 18 x 24

PRINTED BY: EXC0ZQK

PLOT DATE/TIME: 12/19/2024 09:41:41

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [X] SALT SPRAY [ ] ROCK

PAGE 4

PAGE 5

PAGE 2

ZERO TODAY!

N

REFLECTION PARKWAY

SUNSET GARDEN ST

CR AHAN AVE

NEWBERRY AVE

A 2122410-21

20/O INST

8371 # 8367 # 8363 # 8359

4422 # 4426 # 4430 # 4434

5-0877-1937-0-7

30/SU INST 5-0877-2235-0-8

17" HH INST

SPL A-PH

48" PRI SPL BOX INST

1PN1C

24" HH INST

30/SU INST 17" HH INST

5-0877-2034-0-0

5-0877-1834-0-9

5-0877-1733-0-6

5-0877-2233-0-3

6ADPX-N INST

3PN3C

4438 # 4442 # 4446 # 4450 # 4454 # 4458 # 4462 # 4466

5-0877-1933-0-7

5-0877-2133-0-8

4439 # 4447 # 4451 # 4455 # 4459 # 4467

8355 # 8351 # 8347 # 8343 # 8339 # 8335 # 8331 # 8327

A 2122410-22

A75 INST 5-0877-1831-0-7

5-0877-1832-0-5

A 2122410-23

B 2122411-20

B75 INST 5-0877-1931-0-2

B 2122411-21

B 2122411-22

B75 INST 5-0877-1828-0-1

A 2122410-5

B50 INST 5-0877-2

5-0877-1729-0-3

5-0877-1829-0-9

5-0877-2028-0-2

5-0877-2231-0-0

FDR SPL BOX INST

PME-11 INST #425

PME-11 #1425	
5-0877-1425-5-9	
COMPARTMENT 1	COMPARTMENT 2
SW#123	SW#123 E. to PME-11 #2926 SW#123
COMPARTMENT 4	COMPARTMENT 3
SW#123	A2122410-24 80 E B2122411-24 80 E C0-0 80 E

4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]
3			Foreman's Signature / Date	Supervisor's Signature / Date	Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]
2		INSTALL 9 - 39W 3000K LED POST TOP CONTEMPO ON STREET LIGHTS ON 30 FT CONCRETE POLES	AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:
1	12/19/2024	INSTALL 24 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES	Initials / Cert. Date	Foreman's Signature / Date	PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
IPC	DATE	REVISION				WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
					Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]			

FPL

Job Owner:	Michelle Mitich		Township: 35 Range: 16 Section 12
Designer:	Kirkland Thames		LAKE FLORES PH-N1 SL
Date:	12/19/2024		
Original Size: 18 x 24		8116 CORTEZ RD W,, BRANDENTON, FL, 34210	
0' 40' 80'		Dwg No. 13653748_18x24 UG.xml	Map: LC0592
		WR: 13653748	Page 3 of 5

Size: 18 x 24

PRINTED BY: EXC0ZQK

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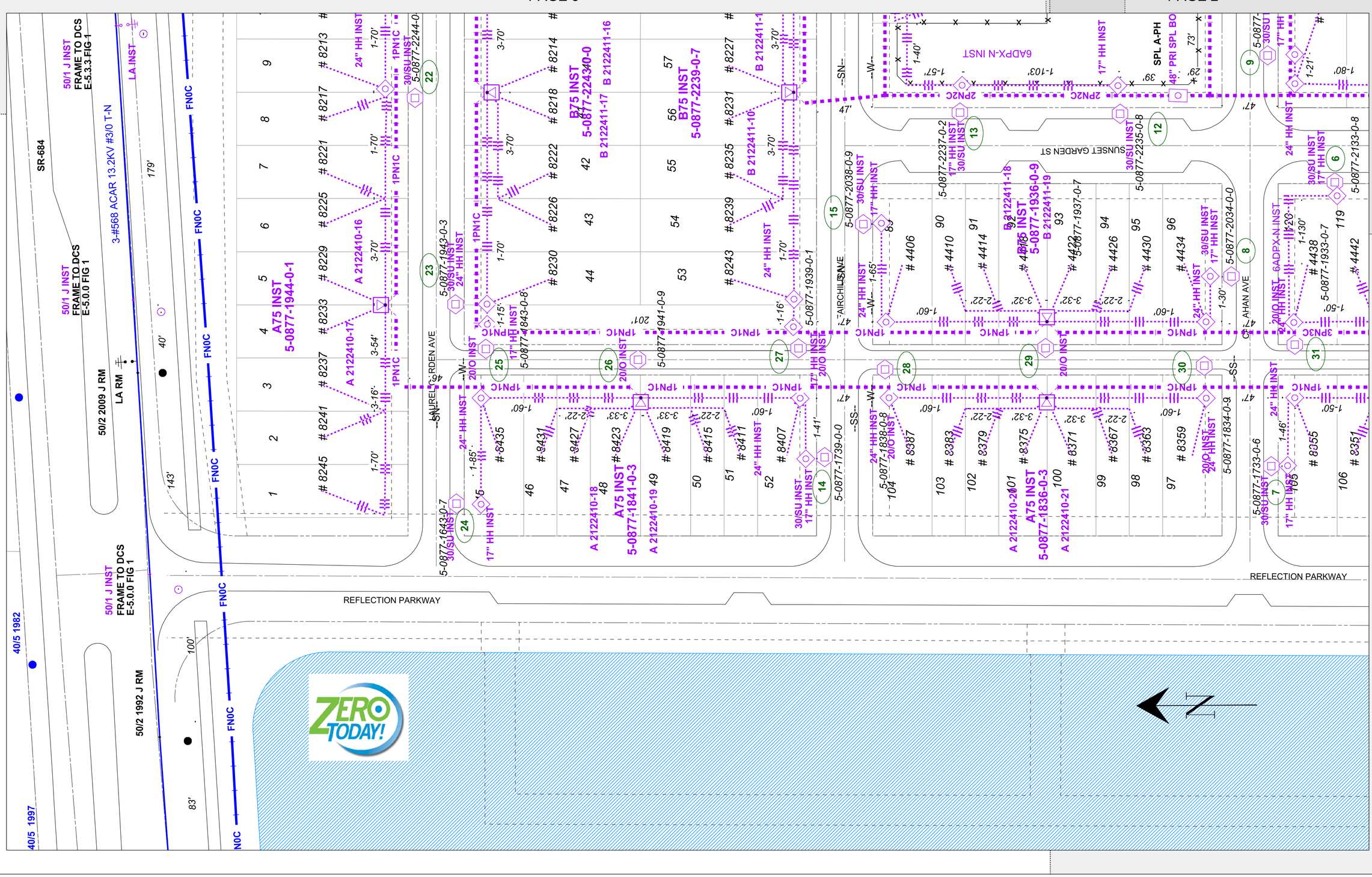
FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [X] SALT SPRAY [ ] ROCK

PAGE 5

PAGE 2

PAGE 3



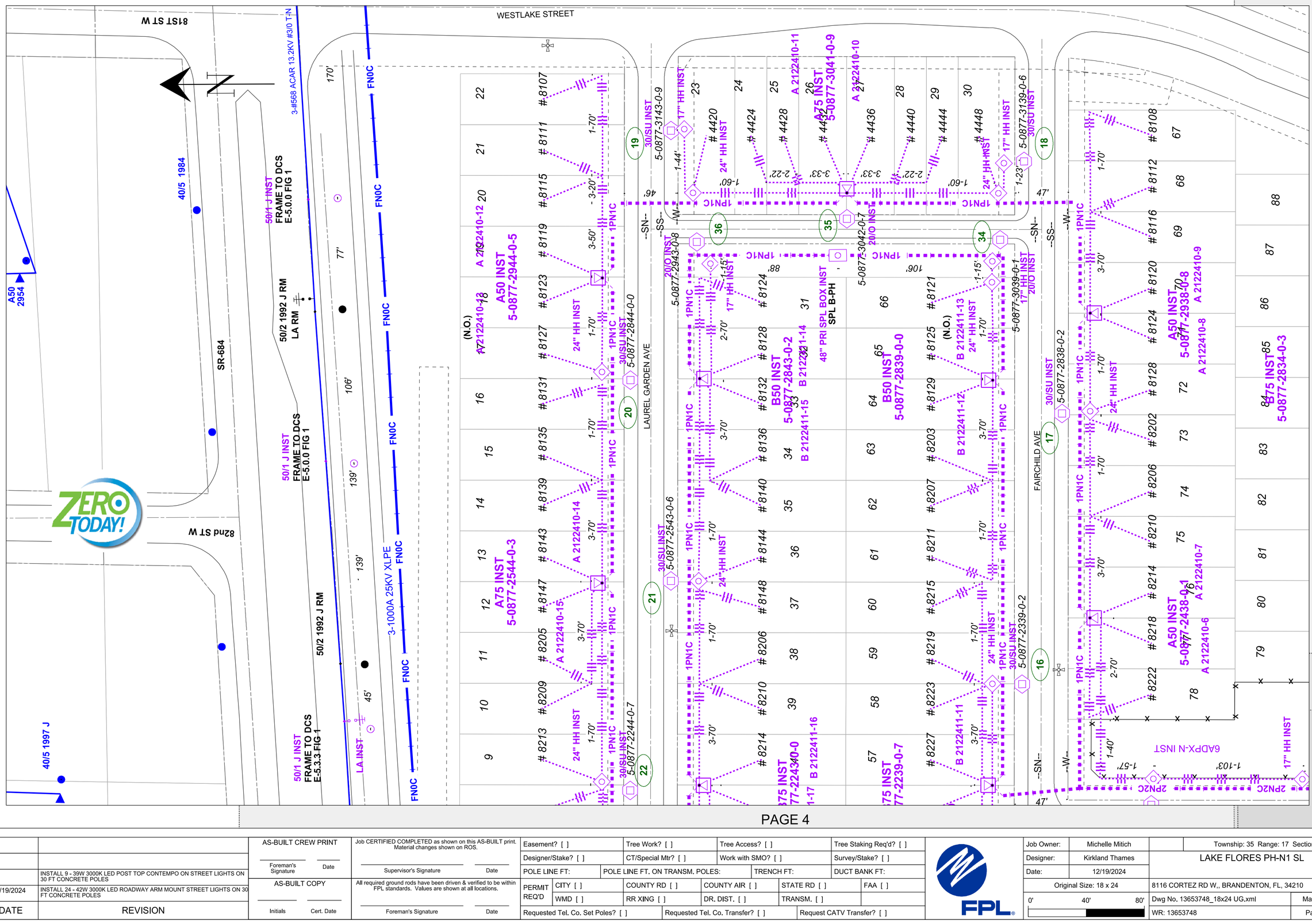
4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	
3			Foreman's Signature / Date	Supervisor's Signature / Date	Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	
2		INSTALL 9 - 39W 3000K LED POST TOP CONTEMPO ON STREET LIGHTS ON 30 FT CONCRETE POLES	AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	
1	12/19/2024	INSTALL 24 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES	Initials / Cert. Date	Foreman's Signature / Date	PERMIT REQ'D	CITY [ ] / COUNTY RD [ ] / COUNTY AIR [ ] / STATE RD [ ] / FAA [ ]	WMD [ ] / RR XING [ ] / DR. DIST. [ ] / TRANSM. [ ]		
IPC	DATE	REVISION			Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		

Job Owner:	Michelle Mitich		Township: 35 Range: 17 Section 07
Designer:	Kirkland Thames		LAKE FLORES PH-N1 SL
Date:	12/19/2024		
Original Size: 18 x 24			8116 CORTEZ RD W,, BRANDENTON, FL, 34210
0' 40' 80'		Dwg No. 13653748_18x24 UG.xml	Map: LC0592
		WR: 13653748	Page 4 of 5

PLOT DATE/TIME: 12/19/2024 09:41:49 PRINTED BY: EXC0ZQK Size: 18 x 24

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [X] SALT SPRAY [ ] ROCK



4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	Job Owner: Michelle Mitich	Township: 35 Range: 17 Section 07
3			Foreman's Signature / Date	Supervisor's Signature / Date	Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	Designer: Kirkland Thames	LAKE FLORES PH-N1 SL
2		INSTALL 9 - 39W 3000K LED POST TOP CONTEMPO ON STREET LIGHTS ON 30 FT CONCRETE POLES	AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	Date: 12/19/2024	
1	12/19/2024	INSTALL 24 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES	Initials / Cert. Date	Foreman's Signature / Date	PERMIT REQ'D: CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	Original Size: 18 x 24
IPC	DATE	REVISION			WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		8116 CORTEZ RD W,, BRANDENTON, FL, 34210
					Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]		0' 40' 80'	Dwg No. 13653748_18x24 UG.xml / Map: LC0592
										WR: 13653748 / Page 5 of 5

PLOT DATE/TIME: 12/19/2024 09:41:52 PRINTED BY: EXC0ZQK Size: 18 x 24

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

11B

FPL Account Number: **77868-91106**

FPL Work Request Number: **13338532**

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Lake Flores Community Development District (hereinafter called the Customer), requests on this 6th day of **January**, **2025** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Cortez Road West/ 75 Street West , located in Bradenton , Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Contempo	38	3358	3000k	13	
Roadway	42	5000	3000k	17	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Standard Concrete tenon mount 20'	13	
Standard Concrete arm mount 30'	17	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): 6' arm bracket

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement,all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC)or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $211.93 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $0 prior to FPL's initiating the requested installation ormodification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities isdefined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Lake Flores Community Development District
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

_____
(Print or type name)

Title: _____

FLORIDA POWER & LIGHT COMPANY

By: _____
(Signature)

Anthony Brito
(Print or type name)

Title: FPL LT-1 Representative

EXHIBIT A

LED Lighting Plan

Account Name:-Lake Flores Development

Lake Flores Development-phase 1B1C
WR13338532

Completion Date -Calculator Tool	Date
Expected Closed Date	Dec 19, 2024
Material Delivery Date	Feb 27, 2025
Estimated Requesting Date	Jun 14, 2025

Going Green

This plan reduces power consumption by: 5,088.00 kWH / Year

And that eliminates: 3.58 metric tons of CO2 every year

Or removing: 1 cars from the road

TOTAL	**30**	**$**	**$ 665.77**	**$ 0.00**	**$ 0.00**

INSTALLATION DETAILS			EXISTING	Option 1	Option 2	Option 3
Installation 1		**Fixture**		Contempo 38 Watt 3000K (Post Top)		
		Fixture/Pole	1	1	1	1
		Pole Type		20' with 13'MH Standard Concrete Tenon Mount		
		Fixture*	$ 0.00	$ 58.44	$ 0.00	$ 0.00
Quantity	13	**Pole**	$ 0.00	$ 105.82	$ 0.00	$ 0.00
FPL Conversion	False	**Maintenance**	$ 0.00	$ 18.85	$ 0.00	$ 0.00
Full/Hybrid	Full	**Energy**	$ 0.00	$ 12.88	$ 0.00	$ 0.00
		Monthly Total	$ 0.00	$ 195.99	$ 0.00	$ 0.00

INSTALLATION DETAILS			EXISTING	Option 1	Option 2	Option 3
Installation 2		**Fixture**		Roadway 5,000L		
		Fixture/Pole	1	1	1	1
		Pole Type		30' with 22.5'MH Standard Concrete Side Mount		
		Fixture*	$ 0.00	$ 76.42	$ 0.00	$ 0.00
Quantity	17	**Pole**	$ 0.00	$ 138.38	$ 0.00	$ 0.00
FPL Conversion	False	**Maintenance**	$ 0.00	$ 24.65	$ 0.00	$ 0.00
Full/Hybrid	Full	**Energy**	$ 0.00	$ 18.40	$ 0.00	$ 0.00
		Monthly Total	$ 0.00	$ 257.85	$ 0.00	$ 0.00

ALC Charge Details

Type	Cost
ALC	211.93

EXHIBIT B

** ALC Calculator **

Type	ALC Description	Footage / Quantity	Cost*	Cost to Customer		
Wire	OH				$	-
UG	CBL IN DUCT	1650			$	12,936.00
UG	17" hh	17			$	3,621.00
Hybrid	Adapter				$	-
					$	16,557.00
				$ 211.93		**MONTHLY COST TO CUSTOMER**

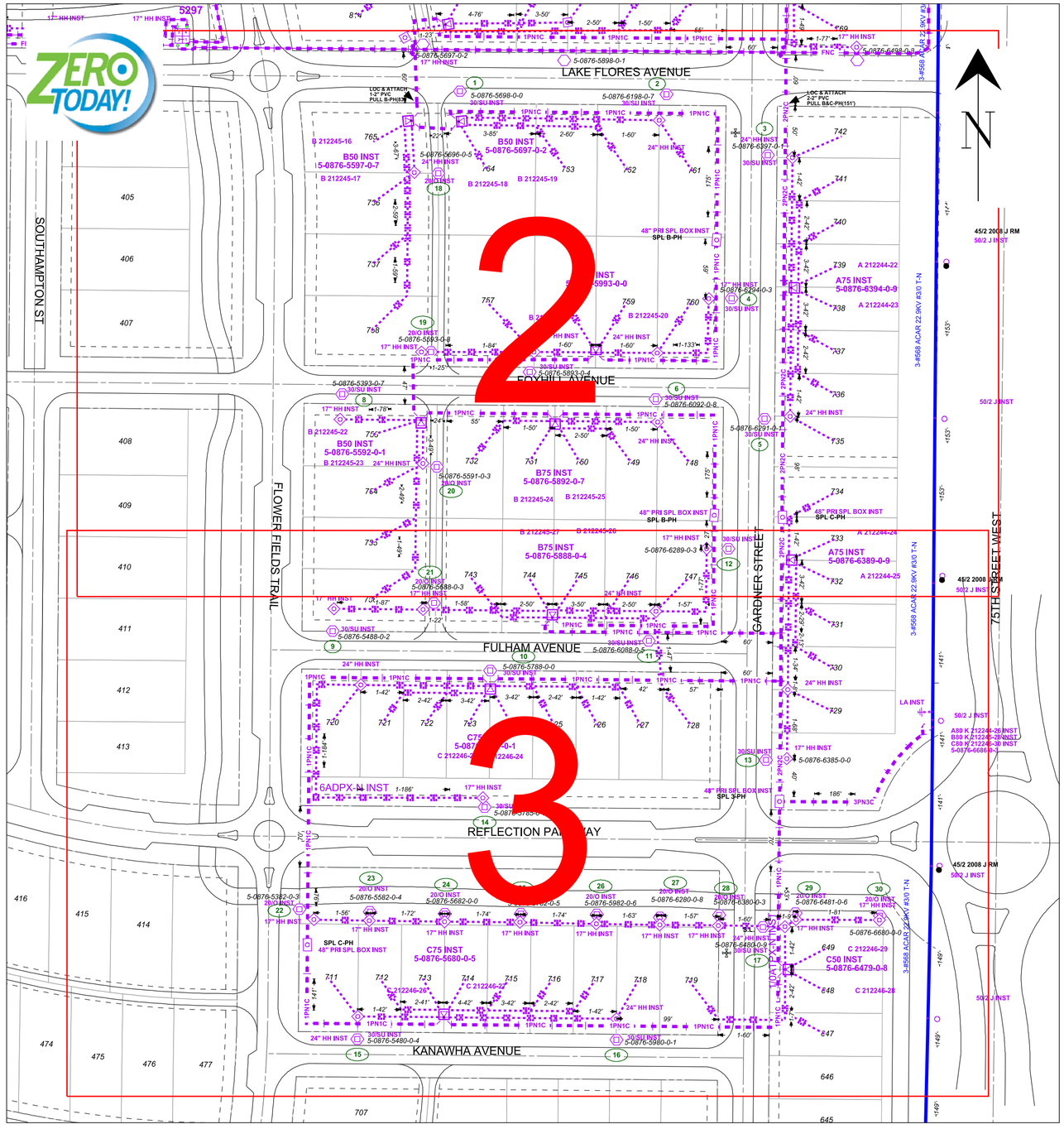
TARIFF ALC FACTOR	1.28%

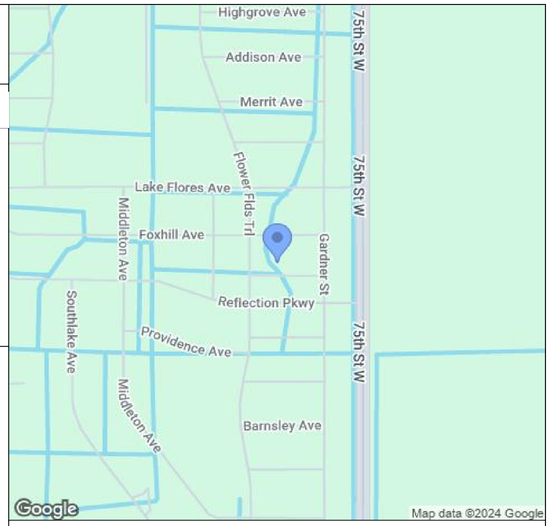
EXHIBIT C

Cover Sheet: WR#13338532

Page 1 of 3

[ ] INACCESSIBLE [ ] 12KV [ ] 13KV [ ] FUTURE 23KV [X] 23KV [ ] FUTURE 25KV [ ] 25KV [X] SALT SPRAY [ ] ROCK





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CALL 811 (Sunshine811) PRIOR TO ANY EXCAVATION ACTIVITIES

GENERAL NOTES
- NOTIFY CUSTOMERS OF TEMPORARY POWER AND TRAFFIC INTERRUPTIONS.
- PROVIDE WARNING SIGNALS FOR PEDESTRIANS AND TRAFFIC SIGNALS FOR MOTORISTS.
- SERVICE TO TRAFFIC SIGNAL, SCHOOL FLASHING SIGNAL, AND LIFT STATIONS MUST REMAIN ENERGIZED AT ALL TIMES.

CAUTION
- THIS DRAWING IS MERELY AN APPROXIMATION. EXACT LOCATION OF FPL COMPANY UNDERGROUND FACILITIES MUST BE DETERMINED PRIOR TO ANY SUBSURFACE OPERATIONS IN THIS AREA.
- ALL BOUNDARIES ARE APPROXIMATE. ONLY ACCURATE ON THE DAY OF THIS TRANSMISSION. FACILITY LOCATION AND DEPTH SUBJECT TO CHANGE WITHOUT NOTICE. NOT TO BE USED FOR SURVEY OR EXCAVATION PURPOSES.

NOTE: THE LOCATION AND EXISTENCE OF ANY FACILITIES MAY NOT BE RELIED UPON BY THE SUPPLIER IN RESPONDING TO A BID OR IN COMPLYING WITH ANY CONTRACT. SUPPLIER IS RESPONSIBLE FOR EVALUATING SITE CONDITIONS BOTH ABOVE AND BELOW GROUND INCLUDING UNDERGROUND FACILITY LOCATIONS.

Construction Notes:

REQUIRED DRAWINGS:
WR_13338532_18X24 UG

CABLE:
-STREET LIGHT IS #6 DPX HM-HD IN 1-2" PVC WITH 24" MIN COVER
*STREET LIGHT IS #1/0 TPX HM-HD IN 1-2" PVC WITH 24" MIN COVER
-ALL CABLE AND/OR CONDUIT ENDS ARE TO BE MARKED WITH AN ELECTRONIC MARKER
-(XXX') DENOTES CABLE PULL DISTANCE
-UNDERGROUND OBSTRUCTIONS ARE TO BE LOCATED PRIOR TO DIGGING
STREET LIGHTS:

-STREET LIGHTS LOC:1-17 : 42W 3000K LED ROADWAY ARM MOUNT ON 30 FT CONCRETE POLES - FPL OWNED AND MAINTAINED

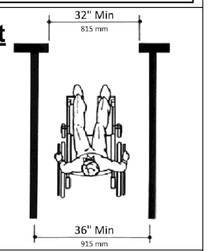
-STREET LIGHTS LOC:18-30 : 39W 3000K LED POST TOP CONTEMPO ON 20 FT TENON MOUINT CONCRETE POLES - FPL OWNED AND MAINTAINED

CALL SUNSHINE #811
48 HOURS BEFORE YOU DIG
LOCATE MARKINGS COLOR CODE

RED	ELECTRIC	BLUE	WATER
YELLOW	GAS-OIL-STEAM	GREEN	SEWER
PINK	TEMP. SURVEY MARKINGS	ORANGE	CABLE TV
WHITE	PROPOSED EXCAVATION		

American Disabilities Act

If pole placement location does not meet the minimum single point distance of 32" from edge of curb or back of sidewalk, contact your Production Lead, for further instructions.



-STUB, SEAL, AND ELECTRONICALLY MARK ALL EMPTY SERVICE CONDUITS AT THE LOT CORNER FOR FUTURE EXTENSION TO THE METER.

LARGEST A/C TONS:	
HOME SQ. FT.	

IPC	DATE	REVISION
4		
3		
2	12/11/2024	INSTALL 13 -39W 3000K LED POST TOP CONTEMPO STREET LIGHTS ON 20 FT TENON MOUNT CONCRETE POLES
1	12/11/2024	INSTALL 17 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES

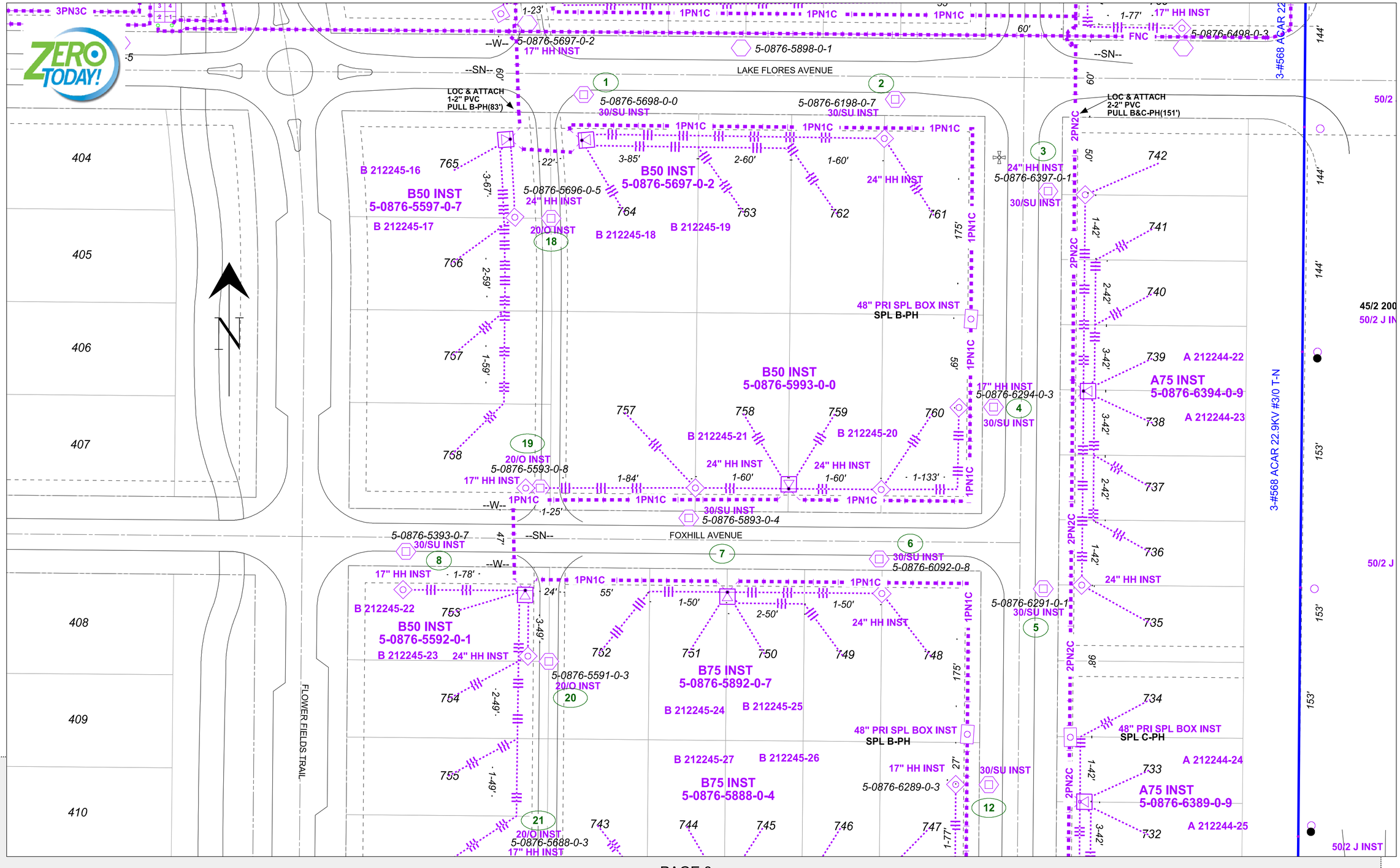
Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]		
Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		
POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:		
PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]
	WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]	
Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]			

Job Owner:	Michelle Mitich	M/A: MS	Township: 35 Range: 17 Section 07
Designer:	Kirkland Thames	LAKE FLORES PH 1B-1C SL	
Date:	12/11/2024		
Original Size: 18 x 24		8116 CORTEZ RD W, BRADENTON, 34210	
0' 81' 163'		Dwg No. 13338532_18x24 UG.xml	Map: LC0589
		WR: 13338532	Page 1 of 3

Size: 18 x 24
PRINTED BY: kxt0emk
PLOT DATE/TIME: 12/11/2024 15:09:30

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [X] SALT SPRAY [ ] ROCK



PAGE 3

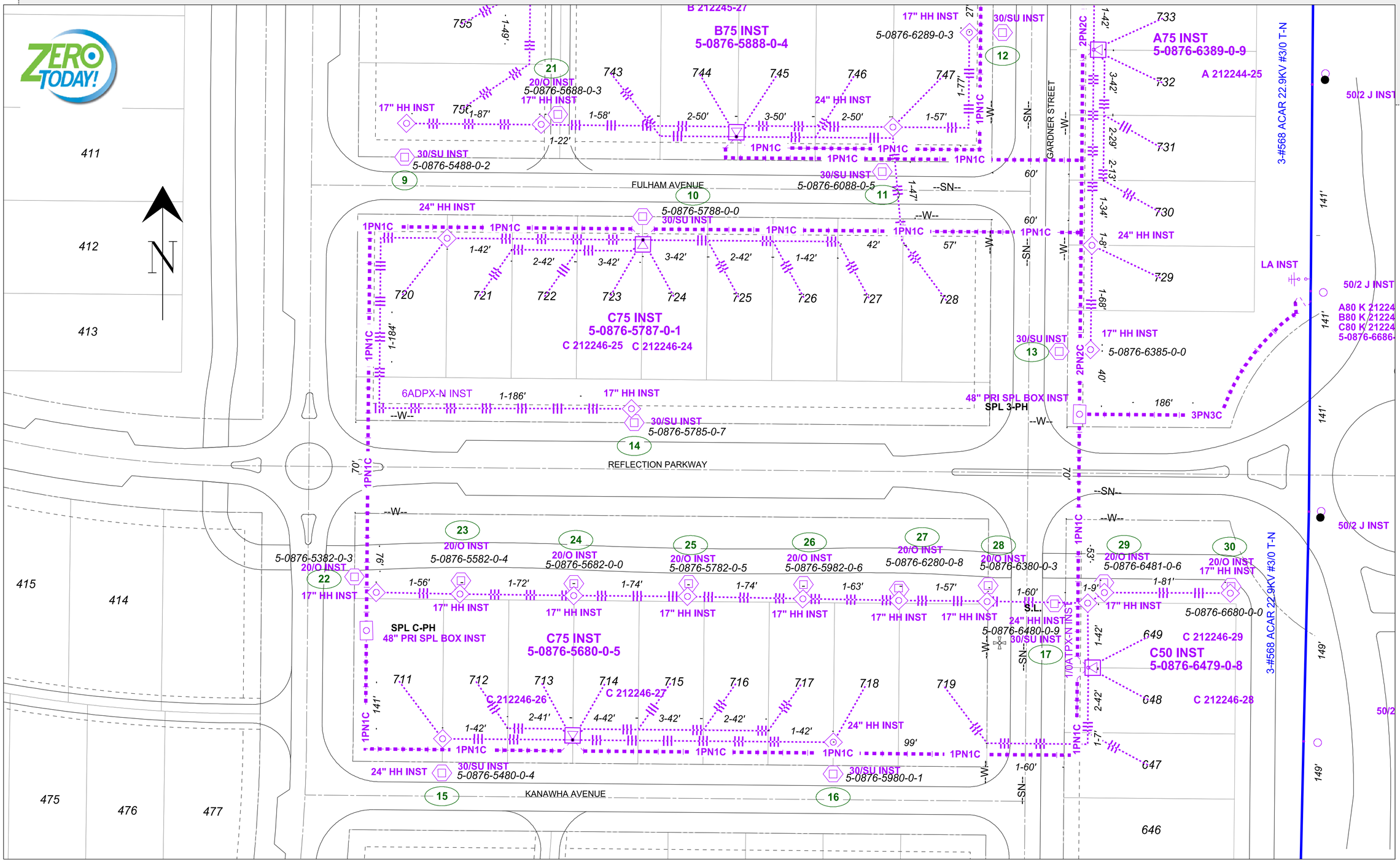
4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]		Job Owner:	Michelle Mitich	Township: 35 Range: 17 Section 07
3			Foreman's Signature / Date	Supervisor's Signature / Date	Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]		Designer:	Kirkland Thames	LAKE FLORES PH 1B-1C SL
2	12/11/2024	INSTALL 13 -39W 3000K LED POST TOP CONTEMPO STREET LIGHTS ON 20 FT TENON MOUNT CONCRETE POLES	AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:		Date:	12/11/2024	
1	12/11/2024	INSTALL 17 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES	Initials / Cert. Date	Foreman's Signature / Date	PERMIT REQ'D	CITY [ ]	COUNTY RD [ ]	COUNTY AIR [ ]	STATE RD [ ]	FAA [ ]	Original Size: 18 x 24	8116 CORTEZ RD W, BRADENTON, 34210
IPC	DATE	REVISION				WMD [ ]	RR XING [ ]	DR. DIST. [ ]	TRANSM. [ ]		0' 40' 80'	Dwg No. 13338532_18x24 UG.xml / Map: LC0589
					Requested Tel. Co. Set Poles? [ ]		Requested Tel. Co. Transfer? [ ]		Request CATV Transfer? [ ]			WR: 13338532 / Page 2 of 3

PLOT DATE/TIME: 12/11/2024 15:09:32 PRINTED BY: kxt0emk Size: 18 x 24

FEEDERS:

[ ] INACCESSIBLE [ ] 13KV [ ] FUTURE 23KV [X] 23KV [X] SALT SPRAY [ ] ROCK

PAGE 2



4			AS-BUILT CREW PRINT	Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on ROS.	Easement? [ ]	Tree Work? [ ]	Tree Access? [ ]	Tree Staking Req'd? [ ]	Job Owner: Michelle Mitich	Township: 35 Range: 17 Section 07
3			Foreman's Signature / Date	Supervisor's Signature / Date	Designer/Stake? [ ]	CT/Special Mtr? [ ]	Work with SMO? [ ]	Survey/Stake? [ ]	Designer: Kirkland Thames	LAKE FLORES PH 1B-1C SL
2	12/11/2024	INSTALL 13 -39W 3000K LED POST TOP CONTEMPO STREET LIGHTS ON 20 FT TENON MOUNT CONCRETE POLES	AS-BUILT COPY	All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.	POLE LINE FT:	POLE LINE FT. ON TRANSM. POLES:	TRENCH FT:	DUCT BANK FT:	Date: 12/11/2024	
1	12/11/2024	INSTALL 17 - 42W 3000K LED ROADWAY ARM MOUNT STREET LIGHTS ON 30 FT CONCRETE POLES	Initials / Cert. Date	Foreman's Signature / Date	PERMIT REQ'D: CITY [ ] COUNTY RD [ ] COUNTY AIR [ ] STATE RD [ ] FAA [ ]				Original Size: 18 x 24	8116 CORTEZ RD W, BRADENTON, 34210
IPC	DATE	REVISION			WMD [ ] RR XING [ ] DR. DIST. [ ] TRANSM. [ ]				0' 40' 80'	Dwg No. 13338532_18x24 UG.xml / Map: LC0589
					Requested Tel. Co. Set Poles? [ ]	Requested Tel. Co. Transfer? [ ]	Request CATV Transfer? [ ]			WR: 13338532 / Page 3 of 3

PLOT DATE/TIME: 12/11/2024 15:09:33 PRINTED BY: kxt0enk Size: 18 x 24

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AI

SECTION I
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
CONSTRUCTION
OF
LAKE FLORES, PH I
CORTEZ ROAD IMPROVEMENTS

CONSTRUCTION DOCUMENTS
FOR
LAKE FLORES, PH I
CORTEZ ROAD IMPROVEMENTS

Section I – Agreement Between Owner and Contractor
Section II – General Conditions
Section III – Supplemental Conditions
Section IV – Performance Bonds
Section V – Payment Bonds
Section VI – Summary of Costs
Section VII – Schedule
Section VIII - Attachments

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

CORTEZ ROAD IMPROVEMENTS, LAKE FLORES

This Agreement is by and between Lake Flores Community Development District ("Owner") and E.T. MACKENZIE COMPANY, INC. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **CORTEZ ROAD IMPROVEMENTS, LAKE FLORES** involves construction of mitigation areas and supporting infrastructure to function as designed and permitted.

ARTICLE 3—ENGINEER

3.01 The Owner has retained ZNS Engineering, located at 1023 Manatee Ave. W., Ste 700, Bradenton, FL ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than five (5) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **274** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

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completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions 30 days after the substantial completion date **and** delivery of the satisfied punch list items, per s. 218.735(7)(c)

4.03 *Liquidated Damages – N/A*

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of **Two Million Seven Hundred Thirty Four Thousand Eight Hundred fifty and 00/100 ($2,734,850.00).**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

D. For all Work, including additions or changes to the Work, payment shall be made in accordance with the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Ten percent (10%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by Florida Dept. of Transportation

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(FDOT) and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement as modified herein.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
    c. Bid bond (together with power of attorney)
3. General Conditions as modified therein.
4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
5. Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).
6. Contract Addenda.
7. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
    b. Addendum(s), if any
    c. Technical Specifications - (included in plans)
    d. Permits
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

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d. Field Orders.

e. Warranty Bond, if any.

B. There are no Contract Documents other than those listed above in this Article 7.

C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.

13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.

14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the

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standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Public Records*

A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:

1) keep and maintain public records required by the District to perform the service;

2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public

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records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT & ASSOCIATES, LLC, TELEPHONE: (561) 571-0010, FAX: (561) 571-0013, OR EMAIL: GILLYARDD@WHHASSOCIATES.COM.

9.05 *Assignment of Warranties*

A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

9.06 Construction Defects

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 *Restriction on Removal of Fill Dirt from Work Site*

A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 *Public Entity Crimes*

A. Pursuant to Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.09 *Scrutinized Companies*

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Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

9.10 *Counterparts; Electronic Signatures*

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.11 *E-Verify.*

The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 *Direct Purchase of Materials*

A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.

B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.

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C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

[Signatures on following page]

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Lake Flores Community Development District
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 12/10/2024
(date signed)

Name: GARY Walker
(typed or printed)

Title: Chairperson, Board of Supervisors
(typed or printed)

Attest: _____
(individual's signature)

Title: Judith Hattier
(typed or printed)

Address for giving notices:
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Designated Representative:
Name: Kristen Suit

Title: District Manager
(typed or printed)

Address:
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Phone: 561-571-0010
Email: suitk@whhassociates.com

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

ET MacKenzie of Florida, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 11-7-24
(date signed)

Name: Scott Hunter
(typed or printed)

Title: GM
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: Project Manager
(typed or printed)

Address for giving notices:
6212 33rd St. E.
Bradenton, FL 34203

Designated Representative:
Name: Josiah Rule
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
6212 33rd St. E.
Bradenton, FL 34203

Phone: 941-306-7236
Email: jrule@mackenzieco.com

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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SECTION II

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

LAKE FLORES, PH I
CORTEZ ROAD IMPROVEMENTS

STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

CORTEZ ROAD IMPROVEMENTS, LAKE FLORES

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;

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challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

    b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

    c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

    d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

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30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the "District."

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor per the provided construction plans

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not

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approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, "Substantial Completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

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47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

51. Construction Manager – any individual, entity or firm retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

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2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommencing the Work after a default or abandonment.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor,~~

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~~with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

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F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly

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report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

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2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given,~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

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4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:

1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

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Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

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reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Utilization of lands outside construction limits must be approved by the property owner in advance of placement of materials or equipment. Contractor will provide an exhibit to the Project Manager defining areas/limits of additional areas requested. No additional cost will be incurred by the Owner as a result of this accommodation.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18), from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or

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relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site from which the Engineer prepared the Contract Drawings and Specifications;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), from which the Engineer prepared the Contract Drawings and Specifications; and

3. Technical Data contained in such reports and drawings, if any.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

D. *Limitations of Other Data and Documents*: Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and

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procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the District Engineer and with respect to "templating."

6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

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B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

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3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;

3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

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C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

   b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

   c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

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3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

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E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

F. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding

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Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that

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Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of

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purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

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5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner, Engineer, LF Manatee, LLC, Cortez75W Investors LLC, Cortez75E Investors LLC, Lake Flores Land Company LLC, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

D. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

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6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Contractor waives all rights against Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

C. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may

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reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site may be performed during regular working hours, Monday through Sunday, including any holidays as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work,

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work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

1) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

2) has a proven record of performance and availability of responsive service; and

3) is not objectionable to Owner.

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b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

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2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding and may not be reversed through an

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appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

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J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities.

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Contractor shall additionally provide all signage required by applicable permits and governmental authorities.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

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C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

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7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

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B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

    a. Contractor shall submit the number of copies required in the Specifications.

    b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

    a. Contractor shall submit the number of Samples required in the Specifications.

    b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

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6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

   d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

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F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the

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assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.

G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, LF Manatee, LLC, Cortez75W Investors LLC, Cortez75E Investors LLC, Lake Flores Land Company LLC and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

With respect to any indemnification, defense, and hold harmless provision in this Contract, nothing in this Contract shall be construed to require Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be $10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type

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of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also

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arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

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8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

   1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

   2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether

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monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference. .

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer and the Construction Manager will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

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responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

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inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09,

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concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

11.03 Work Change Directives

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work <u>including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work</u>. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

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C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

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e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

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3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

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3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver such claim, in writing, directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is

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approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes~~:

1. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work

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plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        4) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    b. *Construction Equipment Rental*

        5) 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

        6) 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

        7) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

    c. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    d. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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d. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

f. The cost of utilities, fuel, and sanitary facilities at the Site.

g. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.

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Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of

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Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work

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will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

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3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

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c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

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d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider

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the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

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significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

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d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

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E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of

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work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with ~~a~~ any material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

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B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of

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settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.

C. Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Florida Dept. of Transportation (FDOT) and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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18.11 Sovereign Immunity

A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns.

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SECTION III

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

CORTEZ ROAD IMPROVEMENTS, LAKE FLORES

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract,* EJCDC Document No. C-700, 2018 Edition (the "**General Conditions**"), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications: No specific reports are available for FDOT right-of-way.

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications: N/A

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

See SC-5.03.1 for reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

N/A

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required: N/A

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SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Each Employee	$1,000,000
Policy Limit	$1,000,000

b. Commercial General Liability

General Aggregate	$1,000,000
Products - Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage*—Each Occurrence	$1,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

*c. Automobile Liability**

Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

*d. Excess or Umbrella Liability**

Per Occurrence	$10,000,000
General Aggregate	$10,000,000

*e. Contractor's Pollution Liability**

Each Occurrence/Claim	$1,000,000
General Aggregate	$3,000,000

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**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. *Builder's Risk*

i. *Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)

ii. *Form* – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

iii. *Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

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allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

a. Products and completed operations coverage maintained for three (3) years after final payment;

b. Blanket contractual liability coverage to the extent permitted by law;

c. Broad form property damage coverage; and

d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, LF Manatee, LLC, Cortez75W Investors, LLC, Cortez75E Investors, LLC, Lake Flores Land Company LLC, and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

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7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

N/A

2. An itemization of the specific matters to be covered by such authority and responsibility:

N/A

3. The extent of such authority and responsibilities:

N/A

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N /A

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Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below. NONE

SC-11.0 SUMMARY OF WORK (SCOPE)

1.1 DRAWINGS

A. Drawings and general provisions of Contract, including Terms and Conditions, Supplemental Instructions, and all technical specification sections apply to this section.
FDOT CORTEZ IMPROVEMENT PLANS

Pg No.	Sheet No.	Dated	Sheet Title
1.	01	2/20/2024	COVER SHEET
2.	02	2/20/2024	AERIAL SITE PLAN
3.	03	2/20/2024	GENERAL NOTES
4.	04	2/20/2024	EXISTING CONDITIONS & DEMO PLAN
5.	05	2/20/2024	EXISTING CONDITIONS & DEMO PLAN
6.	06	2/20/2024	EXISTING CONDITIONS & DEMO PLAN
7.	07	2/20/2024	TYPICAL SECTION
8.	08	3/27/2024	PAVING & GRADING
9.	09	3/27/2024	PAVING & GRADING
10.	10	3/27/2024	PAVING & GRADING
11.	11	2/20/2024	PAVING & GRADING
12.	12	2/20/2024	CROSS SECTIONS
13.	13	2/20/2024	CROSS SECTIONS
14.	14	2/20/2024	CROSS SECTIONS
15.	15	2/20/2024	CROSS SECTIONS
16.	16	2/20/2024	CROSS SECTIONS
17.	17	2/20/2024	CROSS SECTIONS
18.	18	2/20/2024	CROSS SECTIONS
18A.	19	2/20/2024	CROSS SECTIONS
19.	20	2/20/2024	CROSS SECTIONS
20.	21	2/20/2024	CROSS SECTIONS
21.	22	2/20/2024	CROSS SECTIONS
22.	23	2/20/2024	CROSS SECTIONS
23.	24	2/20/2024	CROSS SECTIONS
24.	25	2/20/2024	CROSS SECTIONS
25.	26	2/20/2024	CROSS SECTIONS
26.	27	2/20/2024	MAINTENANCE OF TRAFFIC
27.	28	2/20/2024	MAINTENANCE OF TRAFFIC
28.	29	2/20/2024	MAINTENANCE OF TRAFFIC
29.	30	2/20/2024	MAINTENANCE OF TRAFFIC
30.	31	2/20/2024	MAINTENANCE OF TRAFFIC
31.	32	2/20/2024	MAINTENANCE OF TRAFFIC
32.	33	2/20/2024	MAINTENANCE OF TRAFFIC
33.	34	2/20/2024	MAINTENANCE OF TRAFFIC
34.	35	2/20/2024	MAINTENANCE OF TRAFFIC DETAILS
35.	36	2/20/2024	MAINTENANCE OF TRAFFIC DETAILS
36.	37	2/20/2024	MAINTENANCE OF TRAFFIC DETAILS

ATMS PLANS

Pg No.	Sheet No.	Dated	Sheet Title
1.	T-1	11/6/2024	KEY SHEET
2.	T-2	11/6/2024	ATMS PLAN
3.	T-3	11/6/2024	ATMS PLAN
4.	T-4	11/6/2024	SPLICE DIAGRAM

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1.2 PROJECT DESCRIPTION

A. Purpose of this project is to construct all work necessary to complete FDOT work required on Cortez Road per FDOT permits
B. Contractor shall furnish all labor, materials, equipment, tools, transportation, and Supplies.
C. Descriptions of each work item listed in the Bid Schedule are provided in PART 2 below.
D. Provide materials obtained from one source for each type.
E. Maintain a clean work environment at all times throughout the duration of the work.
F. Provide a one-year warranty per Florida laws using the methods for the prescribed usage for installation of products and all the specs per application.
G. All work to be in a workman manner, as set forth in the industry standards.
H. Coordinate work schedule with the Owner's Representative.
I. Provide and install all slit barriers, provide temporary erosion, sediment & Dust control.
J. Demo existing Structures, pipe & fencing.
K. Clear and grub vegetation with-in the project limits of the contractor scope of work as indicated in the approved plans.
L. Excavation and grading requires installation of all work within the project Limits & permanent/temporary easements shown on the plans.
M. Provide any dewatering necessary to perform contractor work.
N. Provide all grading, erosions control and sod.
O. Supply and install all drainage pipes, structures and any necessary supporting materials or services.
P. Install all necessary seeding for erosion and dust control as needed.
Q. Install roadway subbase, base, curb and asphalt.
R. Install all signs and striping (temporary & permanent)
S. Provide all components required by FDOT Standards, MUTCD and MOT plan as shown in drawings and standards.

PART 2 - DESCRIPTION OF WORK

2.1 GENERAL REQUIREMENTS

A. Contractor shall mobilize work crews, materials, and equipment and provide on-site facilities as specified in the General Requirements section.

B. Mobilize within 5 days of the notice to proceed.

1) includes any R/W permits to access and utilize public roadways for work scope

C. Project Supervision - Contractor shall have on the project at all times that work is being performed a competent superintendent capable of reading and understanding the contract documents and experienced in the type of work being performed.

1) Superintendent will receive instructions from the Engineer and shall be authorized to act for the Contractor on the project and to execute orders or directions of the engineer without delay.

2) Superintendent shall promptly supply, irrespective of the amount of work sublet, all materials, equipment, tools, labor, and incidentals to complete the Contract.

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2.2 ROADWAY

A. Silt Fence includes furnishing, installing and maintaining silt fence at the project boundary intended to keep silt and erosion from progressing outside the construction area.

B. NPDES measures, maintenance and compliance (SWPPP):

1) inclusive of all necessary actions to keep site incompliance with NPDES rules and SWPPP requirements

2) including monitoring and reporting, dewatering permits and coordination.

3) Turbidity barrier devices and monitoring for NPDES compliance if needed

C. Maintenance of Traffic (MOT) furnish, install, maintain and manage in accordance with FDOT permit and standards. This includes compliance with any specific FDOT directive provided during the course of the work.

D. Clearing, Demo, Removals include removal and disposal of any existing conditions that in conflict with any of the proposed Work. Both known and unknown.

C. Accommodations for existing traffic control devices: Installing of a new Advance Traffic Management System (ATMS) conduit, cable and devices prior to removal of the existing system including, but not limited to, ensuring that the new system meets the standards and requirements of FDOT, and the system safely and successfully operates.

D. Grading- Provide all necessary materials, equipment and labor to provide finish grading to within one-tenth of a foot of design elevations or to existing grade as applicable.

E. Milling existing asphalt pavement (1.5")- Provide all necessary materials, equipment and labor to provide surface that is accepting of asphalt per the plan requirements and FDOT standards.

F. Type B Stabilization - Provide all necessary materials, equipment and labor to provide stabilized subbase per the plan requirements and FDOT standards.

G. Optional base group 11 (B12.5) Provide all necessary materials, equipment and labor to provide roadway base that is per the plan requirements and FDOT standards.

H. 2" SP Structural Course (12.5) - Provide all necessary materials, equipment and labor to provide asphalt surface that is per the plan requirements and FDOT standards.

I. 1.5" Friction Course (FC12.5)- Provide all necessary materials, equipment and labor to provide asphalt surface that is per the plan requirements and FDOT standards.

J. FDOT Type "F" curb Provide all necessary materials, equipment and labor to provide concrete curb per the plan requirements and FDOT standards.

K. FDOT Type "E" curb - Provide all necessary materials, equipment and labor to provide concrete curb per the plan requirements and FDOT standards

L. Median Separator - Provide all necessary materials, equipment and labor to provide concrete curb/median per the plan requirements and FDOT standards

M. 4" thick Concrete Sidewalk - Provide all necessary materials, equipment and labor to provide concrete sidewalk per the plan requirements and FDOT standards

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N. Handicap ramps Provide all necessary materials, equipment and labor to provide concrete ramps and mats

O. Provide all necessary materials, equipment and labor to provide concrete curb per the plan requirements and FDOT standards Temporary striping

P. Signs & Striping

Q. 4" Road Base For 10' Shared Use Path - Provide all necessary materials, equipment and labor to provide asphalt surface that is per the plan requirements and FDOT standards.

R. 1.5" Type SP 12.5 Asphalt for 10' Shared Use Path - Provide all necessary materials, equipment and labor to provide asphalt surface that is per the plan requirements and FDOT standards.

S. 12" Road Subgrade LBR 40 for 10" Shared Use Path - Provide all necessary materials, equipment and labor to provide asphalt surface that is per the plan requirements and FDOT standards.

2.3 STORM DRAINAGE

A. 18” RCP – this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

B. Storm Structures

1) Curb Inlet: this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirement

2) Junction Box: this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirement

C. Adjust existing structures

1) Adjust exiting inlets: this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

2) Adjust exiting storm mahole: this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

2.4 MISCELLANEOUS

A. Relocate Existing power poles – Project owner will coordinate and fund the removal of existing power poles. Contractor is responsible to coordinate and communicate as it relates to scope and schedule impacts.

B. Survey: Construction Stake out and Record/As-Built Drawings

1) Includes horizontal and vertical control

2) Includes all final survey documents required for certification to all agencies.

C. Geotechnical Engineering Services - Includes all required testing and reporting for compliance with agency requirements and final certifications.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES

A. Contractor Responsibilities:

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1) Permits and Fees - Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. Prior to beginning work the Contractor shall furnish the Owner a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started. Copies of the fully executed permits shall be furnished to the County upon request.
2) Construction Over and adjacent to Navigable Waters - Work on navigable waters shall be conducted to avoid interference with free navigation of the waterways and so the existing navigable depths will not be impaired except as allowed by permit issued by the U.S. Coast Guard or the U.S. Army Corps of Engineers, as applicable.

3) Protection and Restoration of Property and Landscape - Contractor shall preserve all private and public property and protect it from damage.

a. Land monuments and property marks shall not be disturbed or moved until their location has been witnessed or properly referenced and their removal approved.

b. Contractor shall restore damaged or injured property, at Contractor's expense, to a condition similar or equal to that existing before the damage or injury occurred, by repairing, rebuilding, or restoring the property.

c. Existing trees, shrubs, bushes, grass located outside the work areas but inside project limits that are damaged due to the Contractor's operations shall be replaced in kind at the Contractor's expense.

d. Density tests.

4) Coordination - Contractor shall coordinate with each agency engaged to perform inspections, tests and similar services the sequence of activities to accommodate required services with a minimum delay.

a. Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

b. Contractor shall coordinate activities to avoid the necessity of removing and replacing of any new construction to accommodate inspections and tests as required by each inspection/testing agency.

B. Owner Responsibilities:

1) ~~Easements -~~ Owner shall procure temporary construction access for any work to be performed on private property.

2) Owner will provide all required permits except for any county right of way use permits that the county may require in response to the work.

3.2 SUBMITTALS

A. Contractor shall provide a construction schedule and materials/methodology narrative for review and approval prior to commencement of work.

B. Contractor shall provide shop drawings/material lists for review and approval by Engineer.

3.3 MEASUREMENT AND PAYMENT

A. Quantities are provided by the contractor in the Bid Schedule.

B. Contractor shall submit quantities of work completed each month along with corresponding payment application for review and approval by Engineer.

3.4 Exclusion

A. Notice of Commencement.

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SECTION IV

PERFORMANCE BONDS

PERFORMANCE BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** Telephone Number: **[Telephone Number]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]** Telephone Number: **[Telephone Number]**	Description *(name and location)*: Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount (Contract Price)]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default.

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

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SECTION V

PAYMENT BONDS

PAYMENT BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** Telephone Number: **[Telephone Number]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]** Telephone Number: **[Telephone Number]**	Description *(name and location)*: **[Owner's project/contract name, ~~and~~ location of the project, and contract number, if any]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount (Contract Price)]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

17. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

18. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

19. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

20. The Surety's obligations to a Claimant under this Bond will arise after the following:

    20.1. Claimants who do not have a direct contract with the Contractor

        120..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        120..2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    20.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

21. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

22. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    22.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    22.2. Pay or arrange for payment of any undisputed amounts.

    22.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

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shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

23. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

24. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

25. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

26. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

27. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

28. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

29. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

30. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

31. Definitions

    31.1. *Claim*—A written statement by the Claimant including at a minimum:

        131..1. The name of the Claimant;

        131..2. The name of the person for whom the labor was done, or materials or equipment furnished;

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131..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

131..4. A brief description of the labor, materials, or equipment furnished;

131..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

131..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

131..7. The total amount of previous payments received by the Claimant; and

131..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

31.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

31.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

31.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

31.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

32. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

33. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

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SECTION VI

SUMMARY OF COSTS

ET Mackenzie

SCHEDULE OF VALUES

CORTEZ ROAD TURN LANES @ LAKE FLORES

FDOT IMPROVEMENTS

November 2024

Item No	Description	Item Quantity	Unit	Unit Price	Total Value
A	**ROADWAY**				
1	Silt Fence	4,125	LF	2.60	$10,725.00
2	NPDES measures, maintenance and compliance.(SWPPP)	1	LS	$8,640.00	$8,640.00
3	Maintentance of Traffic (SEE PERMIT)	1	LS	$381,310.00	$381,310.00
4	Clearing, Demo, Removals	1	LS	$124,670.00	$124,670.00
5	ATMS Relocation per FDOT permit dated 11/6/2024	1	LS	428,957.00	$428,957.00
7	Grading	4,167	SY	39.50	$164,596.50
8	Milling existing asphalt pavement (1.5")	1,743	SY	14.50	$25,273.50
9	Type B Stabilization	4,346	SY	25.00	$108,650.00
10	Optional base group 11 (B12.5)	3,997	SY	113.00	$451,661.00
11	2" SP Structural Course (12.5)	3,997	SY	31.50	$125,905.50
12	1.5" Friction Course (FC12.5)	3,997	SY	15.00	$59,955.00
13	FDOT Type "F" curb	3,037	LF	57.50	$174,627.50
14	FDOT Type "E" curb	-	LF	-	$0.00
15	Median Separator	2	EA	27,215.00	$54,430.00
16	4" thick Concrete Sidewalk	748	SY	159.00	$118,932.00
17	Handicap ramps	6	EA	1,115.00	$6,690.00
18	Sod	10,000	SY	3.00	$30,000.00
25	Temporary striping	1	LS	37,583.000	$37,583.00
26	Signs & Striping	1	LS	99,775.000	$99,775.00
27	4" Road Base For 10' Shared Use Path	721	SY	60.000	$43,260.00
28	1.5" Type SP 12.5 Asphalt for 10' Shared Use Path	721	SY	15.000	$10,815.00
29	12" Road Subgrade LBR 40 for 10" Shared Use Path	721	SY	24.500	$17,664.50
	TOTAL ROADWAY				**$2,412,381.00**
B	**DRAINAGE**				
1	18" Pipe culvert (RCP)	579	LF	249.00	$144,171.00
2	Curb Inlet	7	EA	13,560.00	$94,920.00
3	Junction Box	1	EA	7,310.00	$7,310.00
4	Adjust existing inlets	1	EA	3,880.00	$3,880.00
5	Adjust existing storm manhole	2	EA	9,855.00	$19,710.00
	TOTAL DRAINAGE				**$269,991.00**
C	Intentionally Removed Signalization				
D	**MISCELLANEOUS**				
1	Relocate Existing power poles	8	EA	BY OWNER	$0.00
2	Construction stake-out & record drawings	1	LS	42,050.000	$42,050.00
3	Geotech testing	1	LS	42,480.000	$42,480.00
	TOTAL MISC				**$84,530.00**

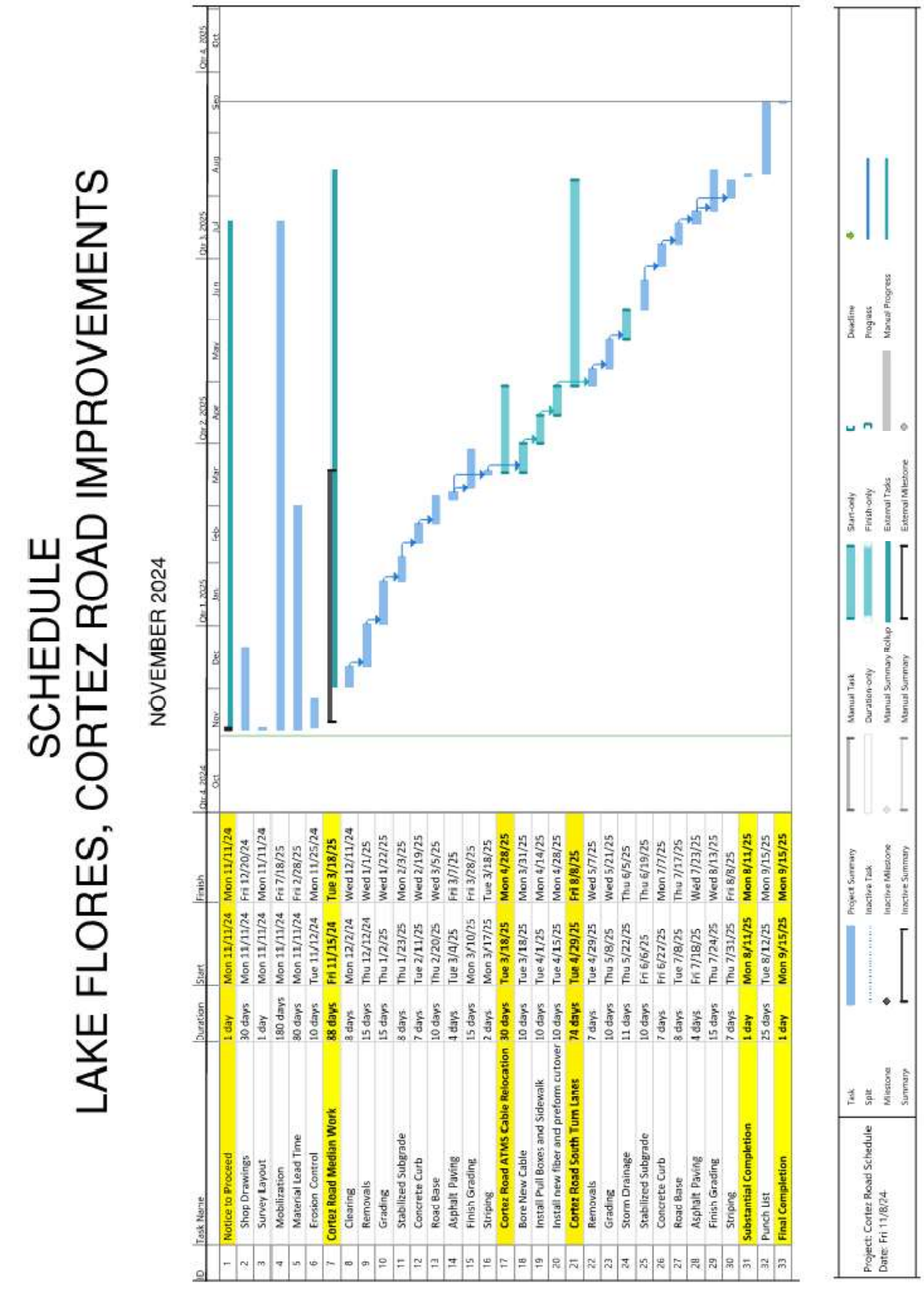
CORTEZ ROAD @ LAKE FLORES SUMMARY		
A.	**ROADWAY**	**$2,412,381.00**
B.	**DRAINAGE**	**$269,991.00**
C.	SIGNALIZATION	$0.00
D.	**MISCELLANEOUS**	**$84,530.00**
	TOTAL	**$2,766,902.00**

SECTION VII

LAKE FLORES, PH I
CORTEZ ROAD IMPROVEMENTS

SCHEDULE

3.2 SCHEDULE (Preliminary Schedule – Contractor Provide Final Schedule within 3 days)



ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	1 day	Mon 11/11/24	Mon 11/11/24
2	Shop Drawings	30 days	Mon 11/11/24	Fri 12/20/24
3	Survey Layout	1 day	Mon 11/11/24	Mon 11/11/24
4	Mobilization	180 days	Mon 11/11/24	Fri 7/18/25
5	Material Lead Time	80 days	Mon 11/11/24	Fri 2/28/25
6	Erosion Control	10 days	Tue 11/12/24	Mon 11/25/24
7	**Cortez Road Median Work**	**88 days**	**Fri 11/15/24**	**Tue 3/18/25**
8	Clearing	8 days	Mon 12/2/24	Wed 12/11/24
9	Removals	15 days	Thu 12/12/24	Wed 1/1/25
10	Grading	15 days	Thu 1/2/25	Wed 1/22/25
11	Stabilized Subgrade	8 days	Thu 1/23/25	Mon 2/3/25
12	Concrete Curb	7 days	Tue 2/11/25	Wed 2/19/25
13	Road Base	10 days	Thu 2/20/25	Wed 3/5/25
14	Asphalt Paving	4 days	Tue 3/4/25	Fri 3/7/25
15	Finish Grading	15 days	Mon 3/10/25	Fri 3/28/25
16	Striping	2 days	Mon 3/17/25	Tue 3/18/25
17	**Cortez Road ATMS Cable Relocation**	**30 days**	**Tue 3/18/25**	**Mon 4/28/25**
18	Bore New Cable	10 days	Tue 3/18/25	Mon 3/31/25
19	Install Pull Boxes and Sidewalk	10 days	Tue 4/1/25	Mon 4/14/25
20	Install new fiber and preform cutover	10 days	Tue 4/15/25	Mon 4/28/25
21	**Cortez Road South Turn Lanes**	**74 days**	**Tue 4/29/25**	**Fri 8/8/25**
22	Removals	7 days	Tue 4/29/25	Wed 5/7/25
23	Grading	10 days	Thu 5/8/25	Wed 5/21/25
24	Storm Drainage	11 days	Thu 5/22/25	Thu 6/5/25
25	Stabilized Subgrade	10 days	Fri 6/6/25	Thu 6/19/25
26	Concrete Curb	7 days	Fri 6/27/25	Mon 7/7/25
27	Road Base	8 days	Tue 7/8/25	Thu 7/17/25
28	Asphalt Paving	4 days	Fri 7/18/25	Wed 7/23/25
29	Finish Grading	15 days	Thu 7/24/25	Wed 8/13/25
30	Striping	7 days	Thu 7/31/25	Fri 8/8/25
31	**Substantial Completion**	**1 day**	**Mon 8/11/25**	**Mon 8/11/25**
32	Punch List	25 days	Tue 8/12/25	Mon 9/15/25
33	**Final Completion**	**1 day**	**Mon 9/15/25**	**Mon 9/15/25**

SECTION VIII

LAKE FLORES, PH I

CORTEZ ROAD IMPROVEMENTS

ATTACHMENTS

1. **FDOT Approved Plans**
2. **ATMS Approved Plans**
3. **FDOT DRAINAGE PERMIT (2022-D-194-000047)**
4. **FDOT ACCESS PERMIT (2022-A-194-00058)**

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS AII

LAKE FLORES

CENTRAL & EAST MITIGATION NODES

CONTRACT DOCUMENTS

November 1, 2024

LAKE FLORES
CENTRAL AND EAST MITIGATION NODES

Section I – Agreement Between Owner and Contractor
Section II – General Conditions
Section III – Supplemental Conditions
Section IV – Performance Bonds
Section V – Payment Bonds
Section VI – Summary of Costs
Section VII – Schedule
Section VIII - Attachments

SECTION I
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
CONSTRUCTION
OF
LAKE FLORES CENTRAL AND EAST MITIGATION NODES

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

LAKE FLORES, CENTRAL & EAST MITIGATION NODE

This Agreement is by and between Lake Flores Community Development District ("Owner") and E.T. MACKENZIE COMPANY, INC. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Lake Flores, Central & East Mitigation Nodes** involves construction of mitigation areas and supporting infrastructure to function as designed and permitted.

ARTICLE 3—ENGINEER

3.01 The Owner has retained ZNS Engineering, located at 1023 Manatee Ave. W., Ste 700, Bradenton, FL ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than five (5) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **180** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General

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Conditions 30 days after the substantial completion date **and** delivery of the satisfied punch list items, per s. 218.735(7)(c)

4.03 *Liquidated Damages*

A. ~~Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):~~

1. ~~*Substantial Completion:* Contractor shall pay Owner $0 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.~~

2. ~~*Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000 for each day that expires after such time until the Work is completed and ready for final payment.~~

3. ~~Liquidated damages for failing to timely attain Substantial Completion, and~~

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of **One Million Six Hundred Ten Thousand Three Hundred Fourteen and 80/100 ($1,610,314.80).**

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

D. For all Work, including additions or changes to the Work, payment shall be made in accordance with the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

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6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until substantial completion of the Work. Within twenty (20) business days after the development of the punch list items and estimated cost to complete each punch list item, Owner shall pay the Contractor the remaining contract balance that includes all retainage previously withheld less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the punch list items. Upon final completion and acceptance of the Work by the Owner, including satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, Owner shall pay the remaining outstanding balance, including the withheld amount pursuant to the sentence immediately preceding this, subject to any offsets to which the Owner is entitled.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by Manatee County and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of two percent (2%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement as modified herein.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
    c. Bid bond (together with power of attorney)
3. General Conditions as modified therein.

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4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.

5. Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).

7. Drawings listed on the attached sheet index.

8. Contract Addenda.

9. Exhibits to this Agreement (enumerated as follows):

   a. Contractor's Bid

   b. Bid Addendum(s), if any

   c. Technical Specifications - (included in plans)

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

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Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.

13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.

14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

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8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

A. Terms used in the Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions unless otherwise stated herein.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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9.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Public Records*

A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is Daphne Gillyard ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:

1) keep and maintain public records required by the District to perform the service;

2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT WRATHELL, HUNT & ASSOCIATES, LLC, TELEPHONE: (561) 571-0010, FAX: (561) 571-0013, OR EMAIL: GILLYARDD@WHHASSOCIATES.COM.

9.05 *Assignment of Warranties*

A. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier and/or

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subcontractor to consent to same, then Contractor shall secure the material supplier's and/or subcontractor's consent to assign said warranties to Owner.

9.06 Construction Defects

A. CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.07 *Restriction on Removal of Fill Dirt from Work Site*

A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 *Public Entity Crimes*

A. Pursuant to Section 287.133(3)(a), Florida Statutes:

> A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.09 *Scrutinized Companies*

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

9.10 *Counterparts; Electronic Signatures*

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature,

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electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.11 *E-Verify.*

The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 *Direct Purchase of Materials*

A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.

B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.

C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be

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responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.

E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.

F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.

G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

[Signatures on following page]

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 11/6/24 (which is the Effective Date of the Contract).

Owner:

Lake Flores Community Development District
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 11/7/2024
(date signed)

Name: Gary Walker
(typed or printed)

Title: Chairperson, Board of Supervisors
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Designated Representative:

Name: *Kristen Suit*

Title: District Manager
(typed or printed)

Address:

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Email: Suitk@whhassociates.com

*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

Contractor:

ET MacKenzie of Florida, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 11-5-24
(date signed)

Name: Scott Huber
(typed or printed)

Title: GM
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: Project Manager
(typed or printed)

Address for giving notices:

6212 33rd St E.

Bradenton, FL 34203

Designated Representative:

Name: Josiah Rule
(typed or printed)

Title: Project Manager
(typed or printed)

Address:

6212 33rd St. E.

Bradenton, FL 34203

Phone: 941-306-7236

Email: jrule@mackenzieco.com

License No.: _____
(where applicable)

State: _____

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

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SECTION II

GENERAL CONDITIONS

OF THE

CONSTRUCTION CONTRACT

LAKE FLORES CENTRAL AND EAST MITIGATION NODES

STANDARD GENERAL CONDITIONS

OF THE CONSTRUCTION CONTRACT

LAKE FLORES, CENTRAL & EAST MITIGATION NODE

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents;

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challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

    a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

    b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

    c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

    d. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

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20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.

23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.

26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

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30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the "District."

31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor. (See Attachments for site limits)

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not

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approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, "Substantial Completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. *Technical Data*

    a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.

    b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

    c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

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47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

51. Construction Manager – any individual, entity or firm retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities.

1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*: The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

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2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommencing the Work after a default or abandonment.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor,~~

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~~with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

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F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly

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report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

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2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given,~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

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4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:

1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

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Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with

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reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Utilization of lands outside construction limits must be approved by the property owner in advance of placement of materials or equipment. Contractor will provide an exhibit to the Project Manager defining areas/limits of additional areas requested. No additional cost will be incurred by the Owner as a result of this accommodation.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees

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(defined in Paragraph 7.18)~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data~~ from which the Engineer prepared the Contract Drawings and Specifications; and

3. Technical Data contained in such reports and drawings, if any.

B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the~~

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~~Technical Data as defined in Paragraph 1.01.A.46.b~~. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.

D. *Limitations of Other Data and Documents*: ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the District Engineer and with respect to "templating."

6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

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3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

   b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

   c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

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2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

    b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;

3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

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5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in

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Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. ~~*Reports and Drawings*: The Supplementary Conditions identify:~~

~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~

~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~

~~3. Technical Data contained in such reports and drawings.~~

~~B. *No Reliance by Contractor on Technical Data Authorized*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures~~

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~~of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~

~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~

~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a

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Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final

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payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary

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Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

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2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

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3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner, Engineer, LF Manatee, LLC, Cortez75W Investors LLC, Cortez75E Investors LLC, Lake Flores Land Company LLC, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner~~

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~~will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. ~~Owner and~~ Contractor ~~waive~~ waives all rights against ~~each other and the respective~~ Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, ~~waive~~ waives all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss~~

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~~or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~

1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~ may be performed during regular working hours, Monday through ~~Friday. Contractor will not perform Work on a Saturday,~~ Sunday~~, or any legal~~ including any holidays as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

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performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that the proposed item:

1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

1) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

2) has a proven record of performance and availability of responsive service; and

3) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data

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about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

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B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

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M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters

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(if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.

7.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor or those for whom Contractor is responsible performs ~~s~~ any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them~~, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve

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Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in

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accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

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3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

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document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

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d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;

7. The end of the correction period established in Paragraph 15.08;

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8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.

G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, LF Manatee, LLC, Cortez75W Investors LLC, Cortez75E Investors LLC, Lake Flores Land Company LLC and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

With respect to any indemnification, defense, and hold harmless provision in this Contract, nothing in this Contract shall be construed to require Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for

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claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be $10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals

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furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;
2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

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F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or

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utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

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C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer and the Construction Manager, if any, will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various

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aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will

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not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

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11.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design

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concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the~~

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~~basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

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11.09 Change Proposals

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

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C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. *Submittal of Claim*: The party submitting a Claim shall deliver such claim, in writing, directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

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D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes~~:

1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or~~

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the

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locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

        4) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

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c. *Construction Equipment Rental*

5) 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

6) 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

7) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

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C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. ~~When the Work as a whole is performed on the basis of cost-plus-a-fee, then:~~
   a. ~~Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
   b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
      8) ~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
      9) ~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal

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business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of

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Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

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D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

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losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work

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will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale,~~

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~~invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.~~ Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

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b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work;

   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

   c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor~~. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.

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E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

    c. Contractor has failed to provide and maintain required bonds or insurance;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

    e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    f. The Work is defective, requiring correction or replacement;

    g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    h. The Contract Price has been reduced by Change Orders;

    i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

    j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

    k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

    l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

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15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment, including an estimated cost to complete each item on such punch list. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

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F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract

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Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment

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and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. ~~By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.~~

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;

2. correct such defective Work;

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3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

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16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with ~~a~~ any material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

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G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. ~~In such case, Contractor shall be paid for (without duplication of any items):~~

~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~

~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~

~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.

C. Upon any such termination, Contractor shall:

1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;

2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;

4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;

5. Complete performance of any Work which is not terminated; and

6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

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16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Manatee County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees,

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incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

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18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns.

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SECTION III

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract,* EJCDC Document No. C-700, 2018 Edition (the "**General Conditions**"), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

   UES Geotechnical Report No. 230265 Dated May 3, 2024

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications: N/A

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

See SC-5.03.1 for reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required: N/A

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SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Each Employee	$1,000,000
Policy Limit	$1,000,000

b. Commercial General Liability

General Aggregate	$1,000,000
Products - Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage*—Each Occurrence	$1,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

*c. Automobile Liability**

Bodily Injury	
Each Person	$1,000,000
Each Accident	$1,000,000
Property Damage	
Each Accident	$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

*d. Excess or Umbrella Liability**

Per Occurrence	$10,000,000
General Aggregate	$10,000,000

*e. Contractor's Pollution Liability**

Each Occurrence/Claim	$1,000,000
General Aggregate	$3,000,000

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**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. *Builder's Risk*

i. *Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)

ii. *Form* – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

iii. *Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

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allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

a. Products and completed operations coverage maintained for three (3) years after final payment;

b. Blanket contractual liability coverage to the extent permitted by law;

c. Broad form property damage coverage; and

d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, LF Manatee, LLC, Cortez75W Investors, LLC, Cortez75E Investors, LLC, Lake Flores Land Company LLC, and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

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7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

N/A

2. An itemization of the specific matters to be covered by such authority and responsibility:

N/A

3. The extent of such authority and responsibilities:

N/A

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N /A

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Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

NONE

SC-11.0 SUMMARY OF WORK (SCOPE)

1.1 DRAWINGS

A. Drawings and general provisions of Contract, including Terms and Conditions, Supplemental Instructions, and all technical specification sections apply to this section.
B. Drawing Index:

Pg No.	Sheet No.	Dated	Sheet Title
		10/17/2024	Manatee County Approval Cover
1.	CVR-00	9/4/2024	COVER SHEET
2.	GN-01	9/4/2024	GENERAL NOTES
3.	GN-02	9/4/2024	PROJECT SPECIFIC NOTES
4.	SITE-01	9/4/2024	OVERALL SITE LOCATION PLAN
5.	WTL-01	9/4/2024	WETLAND DELINEATION & SURFACE WATER PLAN
6.	WTL-02	9/4/2024	WETLAND IMPACT PLAN - CENTRAL
7.	WTL-03	9/4/2024	WETLAND IMPACT PLAN - EAST
8.	XCON-01	9/5/2024	EXISTING CONDITIONS PLAN - CENTRAL
9.	XCON-02	9/5/2024	EXISTING CONDITIONS PLAN - EAST
10.	XCON-03	9/4/2024	TREE REMOVAL AND PROTECTION DETAILS
11.	BMP-01	9/4/2024	BEST MANAGEMENT AND DEWATERING PLAN - CENTRAL
12.	BMP-02	9/4/2024	BEST MANAGEMENT AND DEWATERING PLAN- EAST
13.	BMP-03	9/4/2024	BEST MANAGEMENT PRACTICE DETAILS
14.	STK-01	9/4/2024	SOIL STOCKPILE PLAN - CENTRAL
15.	STK-02	9/4/2024	SOIL STOCKPILE PLAN - EAST
16.	DG-01	9/5/2024	DRAINAGE AND GRADING PLAN- CENTRAL
17.	DG-02	9/5/2024	DRAINAGE AND GRADING PLAN- EAST
18.	DG-03	9/4/2024	CROSS SECTIONS - CENTRAL
18A.	DG-03A	9/4/2024	CROSS SECTIONS - EAST
19.	DTL-01	9/4/2024	PIPE PLAN AND PROFILE
20.	DTL-02	9/4/2024	PIPE PLAN AND PROFILE
21.	DTL-03	9/4/2024	PIPE PLAN AND PROFILE
22.	DTL-04	9/4/2024	PIPE PLAN AND PROFILE
23.	DTL-05	9/4/2024	DRAINAGE STRUCTURE DETAILS
24.	LS-01	9/5/2024	PLANTING PLAN - CENTRAL
25.	LS-02	9/5/2024	PLANTING PLAN - EAST
26.	LS-03	9/4/2024	PLANTING SCHEDULE AND CALCULATIONS
27.	LS-04	9/4/2024	PLANTING DETAILS

1.2 PROJECT DESCRIPTION

A. Purpose of this project is to construct all work necessary to complete the Central & East Mitigation Nodes as identified in SC-11.0, 1.1 Drawings.
B. Contractor shall furnish all labor, materials, equipment, tools, transportation, and Supplies.
C. Descriptions of each work item listed in the Bid Schedule are provided in PART 2 below.
D. Provide materials obtained from one source for each type.

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E. Maintain a clean work environment at all times throughout the duration of the work.
F. Provide a one-year warranty per Florida laws using the methods for the prescribed usage for installation of products and all the specs per application.
G. All work to be in a workman manner, as set forth in the industry standards.
H. Coordinate work schedule with the Owner's Representative.
I. Provide and install all slit barriers, provide temporary erosion, sediment & Dust control.
J. Demo existing Structures, pipe & fencing.
K. Clear and grub vegetation with-in the property limits of the contractor scope of work as indicated in the approved plans.
L. Excavation and grading requires installation all work within the property Limits & permanent/temporary easements shown on the plans.
M. Provide any dewatering necessary to perform contractor work.
N. Provide all grading, erosions control and sod.
O. Supply and install all drainage pipes, structures and any necessary supporting materials or services.
P. Install all necessary seeding for erosion and dust control as needed.
Q. Install Access Road.
R. Install earthen weir and any required rip rap to prevent erosion.

PART 2 - DESCRIPTION OF WORK

2.1 MOBILIZATION & GENERAL REQUIREMENTS

A. Contractor shall mobilize work crews, materials, and equipment and provide on-site facilities as specified in the General Requirements section.

B. Mobilize within 5 days of the notice to proceed.

1) includes any R/W permits to access and utilize public roadways for work scope

C. Project Supervision - Contractor shall have on the project at all times that work is being performed a competent superintendent capable of reading and understanding the contract documents and experienced in the type of work being performed.

1) Superintendent will receive instructions from the Engineer and shall be authorized to act for the Contractor on the project and to execute orders or directions of the engineer without delay.

2) Superintendent shall promptly supply, irrespective of the amount of work sublet, all materials, equipment, tools, labor, and incidentals to complete the Contract.

D. NPDES measures, maintenance and compliance (SWPPP):

1) inclusive of all necessary actions to keep site incompliance with NPDES rules and SWPPP requirements

2) including monitoring and reporting, dewatering permits and coordination.

3) Turbidity barrier devices and monitoring for NPDES compliance if needed

E. Survey: Construction Stake out and Record As-Built Drawings

1) Includes horizontal and vertical control

2) Includes all final survey documents required for certification to all agencies.

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F. Access road(s) - Includes on-site maintenance and public road maintenance resulting from construction traffic, weather impacts during construction and any impact on public street relating to construction activities

G. Geotechnical Engineering Services - Includes all required testing and reporting for compliance with agency requirements and final certifications.

2.2 CLEARING, GRUBBING AND EARTHWORK

A. Clearing and grubbing with off-site debris disposal

1) ALTERNATE: Clearing and grubbing disposal on-site (burn) do not include in section total.

B. Construct & maintain construction entrance

C. Stockpile Silt Fence this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

D. Silt Fence - this item includes all pre-inspections, materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

E. Tree barricade (4' orange safety fence) - this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

F. Excavation & Grading this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

G. Rock Excavation – excavate and dispose of rock or cemented materials.

H. Stockpile excess material (haul to central stockpile area) - this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

I. Fine/finish Grading – Provide grading to within one tenth of design grade.

J. Seeding/ stabilization measures to maintain erosion and wind mitigation compliance. Application will be consistent with Manatee County directives on erosion and wind mitigation.

K. Sodding for stabilization outside of planting areas – includes installation & maintenance through the term of this contract.

2.3 STORM DRAINAGE

A. Storm Pipe – this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirements.

B. Storm Structures

1) Includes all grate inlets, curb inlets, junction boxes and control structures.

2) this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirement

C. Rip Rap w/geotextile – this item includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirement

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D. Testing is to TV storm pipes and includes all materials, labor equipment, dewatering and incidentals required for installation consistent with jurisdictional requirement

PART 3 - EXECUTION

3.1 RESPONSIBILITIES

A. Contractor Responsibilities:

1) Permits and Fees - Contractor shall procure all permits and licenses, pay all charges, fees and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Contract. Prior to beginning work the Contractor shall furnish the Owner a written list of all permits required for the proper completion of the Contract. The list shall clearly identify the type of permit or permits that must be obtained before work on any particular phase or phases of work can be started. Copies of the fully executed permits shall be furnished to the County upon request.

2) Construction Over and adjacent to Navigable Waters - Work on navigable waters shall be conducted to avoid interference with free navigation of the waterways and so the existing navigable depths will not be impaired except as allowed by permit issued by the U.S. Coast Guard or the U.S. Army Corps of Engineers, as applicable.

3) Protection and Restoration of Property and Landscape - Contractor shall preserve all private and public property and protect it from damage.

a. Land monuments and property marks shall not be disturbed or moved until their location has been witnessed or properly referenced and their removal approved.

b. Contractor shall restore damaged or injured property, at Contractor's expense, to a condition similar or equal to that existing before the damage or injury occurred, by repairing, rebuilding, or restoring the property.

c. Existing trees, shrubs, bushes, grass located outside the work areas but inside project limits that are damaged due to the Contractor's operations shall be replaced in kind at the Contractor's expense.

d. Density tests.

4) Coordination - Contractor shall coordinate with each agency engaged to perform inspections, tests and similar services the sequence of activities to accommodate required services with a minimum delay.

a. Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities.

b. Contractor shall coordinate activities to avoid the necessity of removing and replacing of any new construction to accommodate inspections and tests as required by each inspection/testing agency.

B. Owner Responsibilities:

1) ~~Easements -~~ Owner shall procure temporary construction access for any work to be performed on private property.

2) Owner will provide all required permits except for any county right of way use permits that the county may require in response to the work.

3.2 SUBMITTALS

A. Contractor shall provide a construction schedule and materials/methodology narrative for review and approval prior to commencement of work.

B. Contractor shall provide shop drawings/material lists for review and approval by Engineer.

3.3 MEASUREMENT AND PAYMENT

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A. Quantities are provided by the contractor in the Bid Schedule.

B. Contractor shall submit quantities of work completed each month along with corresponding payment application for review and approval by Engineer.

3.4 Exclusion

A. Notice of Commencement.

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SECTION IV

PERFORMANCE BONDS

PERFORMANCE BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** Telephone Number: **[Telephone Number]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]** Telephone Number: **[Telephone Number]**	Description *(name and location)*: Contract Price: **[Amount from Contract]** Effective Date of Contract: **[Date from Contract]**

Bond

Bond Amount: **[Amount (Contract Price)]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default.

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

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SECTION V

PAYMENT BONDS

PAYMENT BOND

Contractor	**Surety**
Name: **[Full formal name of Contractor]** Address *(principal place of business)*: **[Address of Contractor's principal place of business]** Telephone Number: **[Telephone Number]**	Name: **[Full formal name of Surety]** Address *(principal place of business)*: **[Address of Surety's principal place of business]** Telephone Number: **[Telephone Number]**
Owner	**Contract**
Name: **[Full formal name of Owner]** Mailing address *(principal place of business)*: **[Address of Owner's principal place of business]** Telephone Number: **[Telephone Number]**	Description *(name and location)*: **[Owner's project/contract name, ~~and~~ location of the project, and contract number, if any]** Contract Price: **[Amount, from Contract]** Effective Date of Contract: **[Date, from Contract]**

Bond

Bond Amount: **[Amount (Contract Price)]**

Date of Bond: **[Date]**

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☒ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: _____ *(Printed or typed)*	Name: _____ *(Printed or typed)*
Title: _____	Title: _____

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

17. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

18. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

19. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

20. The Surety's obligations to a Claimant under this Bond will arise after the following:

    20.1. Claimants who do not have a direct contract with the Contractor

        120..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        120..2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    20.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

21. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

22. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    22.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    22.2. Pay or arrange for payment of any undisputed amounts.

    22.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

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shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

23. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

24. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

25. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

26. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

27. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

28. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

29. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

30. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

31. Definitions

    31.1. *Claim*—A written statement by the Claimant including at a minimum:

        131..1. The name of the Claimant;

        131..2. The name of the person for whom the labor was done, or materials or equipment furnished;

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131..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

131..4. A brief description of the labor, materials, or equipment furnished;

131..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

131..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

131..7. The total amount of previous payments received by the Claimant; and

131..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

31.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

31.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

31.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

31.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

32. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

33. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

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SECTION VI

SUMMARY OF COSTS

SCHEDULE OF VALUES

LAKE FLORES

Central Mitigation Node

September 2024

ITEM	DESCRIPTION	Qty		UNIT PRICE	AMOUNT
A.	**GENERAL CONDITIONS**				
1	Mobilization, includes any R/W permits to access and utilize public roadways for work scope	1	LS	$26,985.00	$26,985.00
2	NPDES measures, maintenance and compliance (SWPPP): inclusive of all necessary actions to keep site incompliance with NPDES rules and SWPPP requirements including monitoring and reporting, dewatring permits and coordination.	1	LS	$3,875.00	$3,875.00
3	Turbidity barrier devices and monitoring for NPDES compliance if needed	50	LF	$21.50	$1,075.00
4	Construction Stake out and Record As-Built Drawings	1	LS	$39,240.00	$39,240.00
5	Access road maintenace and public road maintenance resulting from construction traffic, weather impacts during construction and any impact on public street relating to construction activities	1	LS	$12,085.00	$12,085.00
6	Geotechical Engineering Services	1	LS	$9,085.00	$9,085.00
	GENERAL CONDITIONS TOTAL				**$92,345.00**
B.	**CLEARING, GRUBBING AND EARTHWORK**				
1	Clearing and grubbing with off site debris disposal*	36.0	AC	$10,900.00	$392,400.00
	ALTERNATE: Clearing and grubbing disposal on-site (burn) do not included in section total	36.0	AC	$7,265.00	
2	Construct & maintain construction entrance	1	EA	4,530.00	
3	Stockpile Silt Fence	9,123	LF	$2.60	$23,719.80
4	Silt Fence	22,089	LF	$2.60	$57,431.40
5	Tree barricade (4' orange safety fence)	15,067	LF	$1.50	$22,600.50
6	Excavation & Grading	117,829	CY	$3.20	$377,052.80
7	Rock Excavation	500	CY	$24.50	$12,250.00
8	Stockpile excess material (haul to central stockpile area)	117,829	CY	$0.40	$47,131.60
9	Fine/finish Grading	1	LS	$37,025.00	$37,025.00
10	Seeding/ stabilization measures to maintain erosion and wind mitigation compliance. Application will be consistent with Manatee County directives on erosion and wind mitigation.	252,450	SY	$0.40	$100,980.00
11	Sodding for stabilization outside of planting areas		SY	$3.10	
	CLEARING AND EARTHWORK TOTAL				**$1,070,591.10**
C.	**STORM DRAINAGE**				
1	18" Storm Pipe	453	LF	$72.00	$32,616.00
2	24" Storm pipe	262	LF	$101.00	$26,462.00
3	18" Dual Headwall	6	EA	$4,130.00	$24,780.00
4	Grate Inlet	-	EA		$0.00
5	Junction Box	-	EA		$0.00
6	Control Structure	2	EA	$6,050.00	$12,100.00
7	Rip Rap w/geotextile	50	TN	$172.00	$8,600.00
8	Testing	715	LF	$1.60	$1,144.00
9	18" Headwall	1	EA	$2,740.00	$2,760.00
10	24" Headwall	1	EA	$3,165.00	$3,190.00
	STORM DRAINAGE TOTAL				**$111,652.00**

SCHEDULE OF VALUES

LAKE FLORES

Central Mitigation Node

September 2024

ITEM	DESCRIPTION	Qty		UNIT PRICE	AMOUNT
	LAKE FLORES CENTRAL MITIGATION NODE				
A.	**GENERAL CONDITIONS**				**$92,345.00**
B.	**CLEARING, GRUBBING AND EARTHWORK**				**$1,070,591.10**
C.	**STORM DRAINAGE**				**$111,652.00**
	PERFORMANCE AND PAYMENT BOND (100%)				**9,000.00**
	TOTAL				**$1,283,588.10**

SCHEDULE OF VALUES

LAKE FLORES

East Mitigation Node

September 2024

ITEM	DESCRIPTION	QTY		UNIT PRICE	AMOUNT
A.	**GENERAL CONDITIONS**				
1	Mobilization	1	LS	$18,745.00	$18,745.00
2	NPDES measures, maintenance and compliance (SWPPP): inclusive of all necessary actions to keep site incompliance with NPDES rules and SWPPP requirements including monitoring and reporting	1	LS	$2,905.00	$2,905.00
3	Turbidity barrier devices and monitoring		LF	$21.50	
4	Construction Stake out and Record As-Built Drawings	1	LS	$19,620.00	$19,620.00
5	Access road maintenace and public road maintenance resulting from construction traffic, weather impacts during construction and any impact on public street relating to construction activities	1	LS	$12,085.00	$12,085.00
6	Geotechical Engineering Services	1	LS	$3,030.00	$3,030.00
	GENERAL CONDITIONS TOTAL				**$56,385.00**
B.	**CLEARING, GRUBBING AND EARTHWORK**				
1	Clearing and grubbing with off site debris disposal*	7.0	AC	$10,900.00	$76,300.00
1 ALT	ALTERNATE: Clearing and grubbing disposal on-site (burn) do not included in section total	7.0	AC	$7,265.00	
2	Construct & maintain construction entrance	1	EA	4,530.00	
3	Stockpile Silt Fence	6,591	LF	$2.60	$17,136.60
4	Silt Fence	8,802	LF	$2.60	$22,885.20
5	Tree barricade (4' orange safety fence)	4,401	LF	$1.40	$6,161.40
6	Excavation & Grading	5,626	CY	$3.10	$17,440.60
7	Rock Excavation	175	CY	$24.50	$4,287.50
8	Stockpile excess material (haul to central stockpile area)	5,626	CY	$0.40	$2,250.40
9	Fine/finish Grading	1	LS	$1,790.00	$1,790.00
10	Seeding/ stabilization measures to maintain erosion and wind mitigation compliance. Application will be consistent with Manatee County directives on erosion and wind mitigation.	109,000	SY	$0.40	$43,600.00
11	Sodding for stabilization outside of planting areas		SY	$3.10	$0.00
	CLEARING & EARTHWORK TOTAL				**$191,851.70**
C.	**STORM DRAINAGE**				
	Earthen Weir	1	LS	$18,190.00	$18,190.00
	Rip Rap w/geotextile	300	TN	$171.00	$51,300.00
	STORM DRAINAGE TOTAL				**$69,490.00**

	LAKE FLORES EAST MITIGATION NODE	
A.	**GENERAL CONDITIONS**	**$56,385.00**
B.	**CLEARING, GRUBBING AND EARTHWORK**	**$191,851.70**
C.	**STORM DRAINAGE**	**$69,490.00**
	PERFORMANCE AND PAYMENT BOND (100%)	**9,000.00**
	TOTAL	**$326,726.70**

SCHEDULE OF VALUES

LAKE FLORES

Central & East Mitigation Node

September 2024

SUMMARY

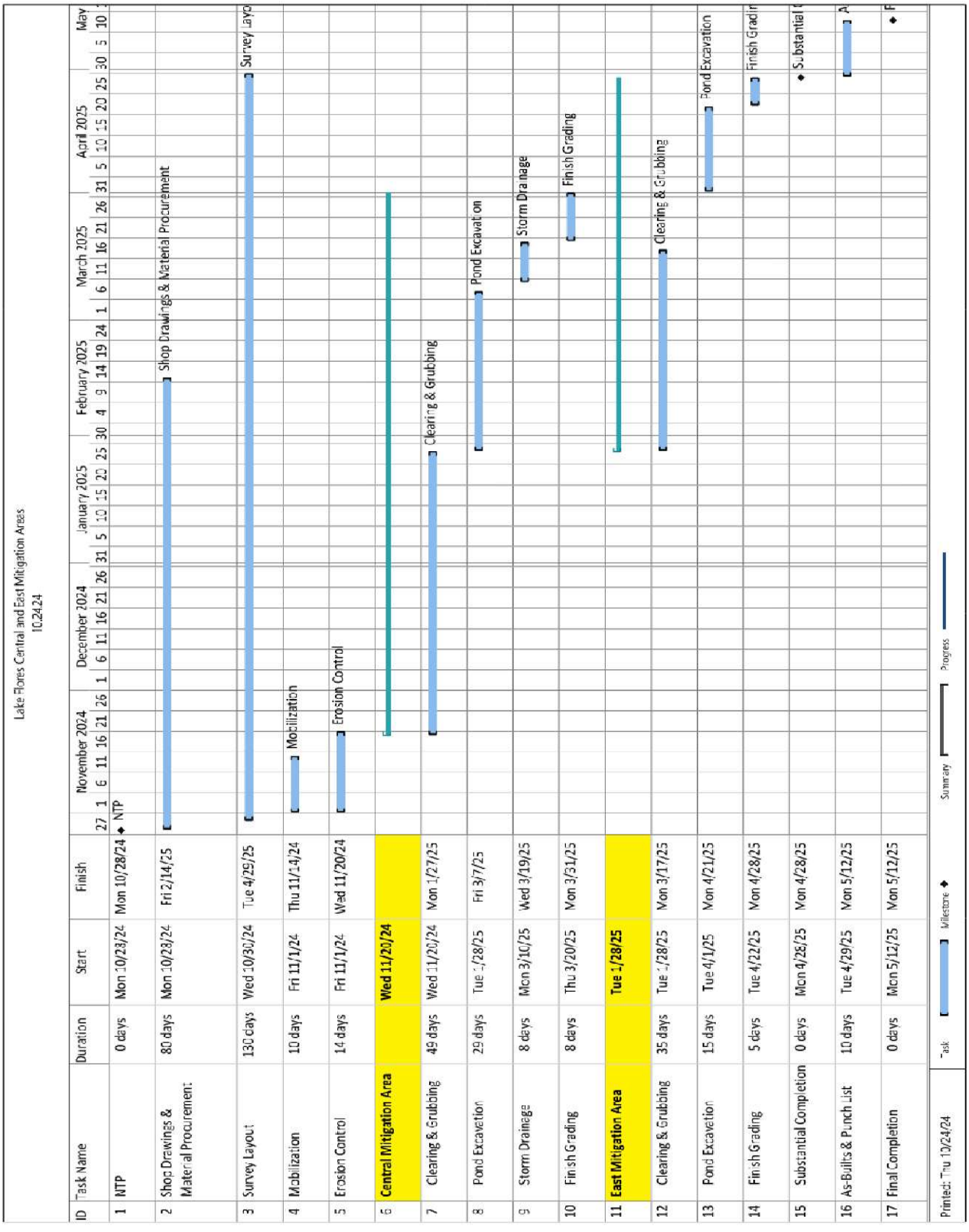
TOTAL CENTRAL MITIGATION NODE	1,283,588.10
TOTAL EAST MITIGATION NODE	326,726.70
	$1,610,314.80

SECTION VII

CENTRAL AND EAST MITIGATION NODES

SCHEDULE

3.2 SCHEDULE (Preliminary Schedule – Contractor Provide Final Schedule within 3 days)



SECTION VIII

CENTRAL AND EAST MITIGATION NODES

ATTACHMENTS

1. **Manatee County Approved Plans**
2. **Geotechnical Report**
3. **Site access and Limits**
4. **SWFWMD ERP Permit**

GEOTECHNICAL EXPLORATION

PROPOSED LAKE FLORES CENTRAL AND EASTERN-WETLAND MITIGATION AREAS
53RD AVENUE W AND 75TH STREET W
BRADENTON, MANATEE COUNTY; FLORIDA

UES PROJECT NO.: 1130.2400265.0000
UES REPORT NO.: 230265

Prepared For:

Cortez75W Investors, LLC
8116 Cortez Road West
Bradenton, Florida 34210

Prepared By:

Universal Engineering Sciences, LLC.
1748 Independence Boulevard, Ste. B-1
Sarasota, FL 34234
(941) 358-7410

May 3, 2024

May 3, 2024

Cortez75W Investors, LLC
8116 Cortez Road West
Bradenton, Florida 34210

Attention: James D. Motta

Reference: **GEOTECHNICAL EXPLORATION**
Proposed Lake Flores Central and Eastern- Wetland Mitigation Areas
53rd Avenue W and 75th Street W
Bradenton, Manatee County; Florida
UES Project No.: 1130.2400265.0000
UES Report No.: 230265

Universal Engineering Sciences, LLC. (UES) has completed the subsurface exploration for the above referenced project. The scope of our exploration was planned in conjunction with and authorized by you.

This report contains the results of our exploration, an engineering interpretation of these results with respect to the project characteristics described to us, and recommendations to aid in fill suitability, and site preparation.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, LLC.
Certificate of Authorization Number 549

Yudelsy Epler
Project Engineer

Surendra Sagi, M.S., P.E. #74096
Principal Engineer

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IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT
CONSTRAINTS AND RESTRICTIONS
GENERAL CONDITIONS

1.0 INTRODUCTION

1.1 GENERAL

In this report, we present the results of the subsurface exploration of the proposed wetland mitigation areas. A general location plan of the project appears in Appendix A: Site Location Plans. We have divided this report into the following sections:

- SCOPE OF SERVICES - Defines what we did
- FINDINGS - Describes what we encountered
- RECOMMENDATIONS - Describes what we encourage you to do
- LIMITATIONS - Describes the restrictions inherent in this report
- APPENDICES - Presents support materials referenced in this report.

2.0 SCOPE OF SERVICES

2.1 PROJECT DESCRIPTION

The project under consideration involves two (2) wetland mitigation areas for the proposed Lake Flores Development. The property is approximately 773.63 acres of vacant land (2 tracts) located at the northeast and southeast corners of the intersection of 53rd Avenue W and 75th Street W in Bradenton, FL. An aerial plan showing the soil boring locations was provided to us.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our report and revise or modify our engineering recommendations accordingly, as needed.

No site or project facilities/improvements, other than those described herein, should be designed using the soil information presented in this report. Moreover, UES will not be responsible for the performance of any site improvement so designed and constructed.

2.2 PURPOSE

The purposes of this exploration were:

- To explore the general subsurface conditions at the site;
- To interpret and review the subsurface conditions with respect to the proposed construction; and
- To provide geotechnical engineering recommendations for fill suitability, groundwater control, and site preparation.

Recommendations concerning other soil related considerations were beyond the scope of our exploration. This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. Universal Engineering Sciences would be pleased to perform these services, if you desire.

2.3 FIELD EXPLORATION

The subsurface conditions were explored by drilling and sampling twelve (12) Standard Penetration Test (SPT) borings to a depth of 15 feet below existing grade for the mitigation areas.

We performed the Standard Penetration Test using our truck mounted drill rig utilizing mud rotary procedures according to the procedures of ASTM D-1586, with continuous sampling performed above a depth of 10 feet, to detect slight variations in the soil profile at shallow depths, and then at five-foot intervals thereafter. The basic procedure for the Standard Penetration Test is as follows: A standard split-barrel sampler is driven into the soil by a 140-pound hammer falling 30 inches. The number of blows required to drive the sampler 1-foot, after seating 6 inches, is designated the penetration resistance, or N-value; this value is an index to soil strength and consistency.

The boring locations were located by our client based on the site plan and existing site conditions. The test boring locations are shown on the attached Boring Location Plan in Appendix A.

2.4 LABORATORY EXPLORATION

The soil samples recovered from the test borings were returned to our laboratory and visually classified in general accordance with ASTM D 2487 “Standard Classification of Soils for Engineering Purposes” (Unified Soil Classification System). We selected representative soil samples from the borings for laboratory testing to aid in classifying the soils and to help to evaluate the general engineering characteristics of the site soils. See Appendix A: Boring Logs and Description of Testing Procedures for further data and explanations. Jar samples of the soils will be held in our laboratory for your inspection for sixty days unless we are notified otherwise. A summary of the tests performed is shown in Table 1 on the following page.

TABLE 1
LABORATORY METHODOLOGIES

Test Performed	Number Performed	Reference
Percent of Fines (#200 wash)	13	ASTM D 1140 “Amount of Material in Soils Finer than the No. 200 (75 - µm) sieve”
Natural Moisture Content	13	ASTM D 2216 “Laboratory Determination of Water (Moisture) Content of Soil by Mass”

3.0 FINDINGS

3.1 SURFACE CONDITIONS

A Universal Engineering Sciences representative performed a visual site observation of the subject property to gain a "hands-on" familiarity of the project area. At the time of our exploration, the site was vacant land covered with grass and trees.

3.2 SOIL SURVEY-PUBLISHED INFORMATION

The "Soil Survey of Manatee County, Florida", published by the United States Department of Agriculture (USDA) - Soil Conservation Service (SCS), was reviewed for general near-surface soil information prior to development within the general project vicinity. The USDA, SCS primary soil mapping groups within the proposed project area, and some characteristics and properties are summarized below. The location of these groups can be observed on the SCS Soil Survey Map provided in the Appendix A. ***Please note the soils presented below are the predevelopment soils and may have been altered during the past development of the site.***

Broward (Soil Group No. 6): Under natural conditions, this soil group consists of fine sands from the surface to a depth of about 34 inches, **unweathered bedrock** from 34 to 55 inches, and fine sand from 55 to 80 inches below grade. Based on the soil survey, the water table is from 6 to 18 inches below grade.

Canova, Anclote, and Okeelanta (Soil Group No. 7): Under natural conditions, this soil group consists of **muck** from the surface to a depth of about 8 inches, fine sand from 8 to 24 inches, and sandy clay loam from 24 to 68 inches below grade. Based on the soil survey, the water table is at the ground surface.

Chobby (Soil Group No. 13): Under natural conditions, this soil group consists of loamy fine sand from the surface to a depth of about 8 inches, sandy clay loam from 8 to 51 inches, and loamy fine sand from 51 to 80 inches below grade. Based on the soil survey, the water table is from 0 to 6 inches below grade.

Delray (Soil Group No. 16): Under natural conditions, this soil group consists of fine sands from the surface to a depth of about 55 inches, and sandy clay loam from 55 inches to 80 inches below grade. Based on the soil survey, the water table is from the ground surface to 6 inches below grade.

Delray-Eaugallie (Soil Group No. 17): Under natural conditions, this soil group consists of fine sands from the surface to a depth of about 55 inches, and sandy clay loam from 55 inches to 80 inches below grade. Based on the soil survey, the water table is from the ground surface to 6 inches below grade.

EauGallie (Soil Group No. 20): Under natural conditions, this soil group consists of fine sands from the surface to a depth of about 42 inches, sandy clay loam from 42 to 50 inches, and fine sand from 50 to 65 inches below grade. Based on the soil survey, the water table is from 6 to 18 inches below grade.

Floridana-Immokalee-Okeelanta (Soil Group No. 26): Under natural conditions, this soil group consists of fine sand and **muck** from the surface to a depth of about 20 inches, fine sand from 20 inches to 36 inches; sandy clay loam from 36 to 63 inches, and fine sand from 63 to 80 inches below grade. Based on the soil survey, the water table is at the ground surface.

Palmetto (soil Group No. 38): Under natural conditions, this soil group consists of sand from the surface to a depth of 45 inches, sandy clay loam from 45 to 64 inches, and loamy sand from 64 to 68 inches below grade. Based on the soil survey, the water table is at the ground surface.

3.3 SUBSURFACE CONDITIONS

The results of our field exploration and laboratory analysis, together with pertinent information obtained from the SPT borings, such as soil profiles, penetration resistance and groundwater levels are shown on the boring logs included in Appendix A. The Key to Boring Logs, Soil Classification Chart is also included in Appendix A. The soil profiles were prepared from field logs after the recovered soil samples were examined by a Geotechnical Engineer. The stratification lines shown on the boring logs represent the approximate boundaries between soil types, and may not depict exact subsurface soil conditions. The actual soil boundaries may be more transitional than depicted. A generalized profile of the soils encountered at our boring locations is presented in Table II below. For detailed soil profile, please refer to the attached boring logs.

TABLE 2
General Soil Profile

Typical depth (ft)		Soil Descriptions	Range of SPT "N" Values (blows/ft)
From	To		
Central Area (Borings B-1 to B-8)			
0	2	Very loose to medium dense fine sand, fine sand with silt, and clayey sand with roots [SP, SP-SM, SC]	4 to 25
2	12	Medium dense to very dense fine sand, and fine sand with silt and shell [SP, SP-SM]	17 to 50+
12	15*	Medium dense to very dense fine sand with shell [SP]	27 to 74
Eastern Area (Borings B-9 to B-12)			
0	2	Very loose to loose fine sand, fine sand with silt, and clayey sand with roots [SP, SP-SM, SC]	4 to 9
2	4	Medium dense fine sand, and fine sand with silt and shell [SP, SP-SM]	13 to 18
2	8	Medium dense to very dense fine sand, and fine sand with silt and shell [SP, SP-SM]	23 to 70
8	12	Very dense fine sand, and fine sand with silt and shell [SP, SP-SM]	50+
12	15*	Dense fine sand with shell [SP]	41 to 49

Termination Depth of Deepest Boring
Bracketed Text Indicates: Unified Soil Classification

Variations in the depth, thickness and consistency of the aforementioned soil strata occurred at the individual test boring locations.

A notable feature is the presence of dense to very dense sands encountered in the borings below a depth of 2 feet with N-values ranging from 31 to more than 50 blows per foot. The Manatee County Soil Survey also indicated **unweathered bedrock** from 12 to 55 inches below grade. **This soil and rock material may vary across the site in depth and consistency, and may be difficult to excavate.**

Shallow clayey soils were encountered in some of the soil borings. **These soils may be moisture sensitive, difficult to compact if encountered during construction, and may cause temporary perched water at or near the ground surface.**

3.3 GROUNDWATER CONDITIONS

We encountered groundwater at depths ranging from 3 to 5 feet below existing grade at the time of our exploration. The variations in the measured water levels are attributed to the variation in the ground surface elevation at this site as well as the soil type encountered. The encountered groundwater level at each of the boring locations is shown on the attached boring logs in Appendix A.

Fluctuations in groundwater levels should be anticipated throughout the year, primarily due to seasonal variations in rainfall, surface runoff, and other factors that may vary from the time the borings were conducted.

Based upon our visual inspection of the recovered soil samples and existing site conditions, our best estimate is that the seasonal high groundwater level could be 1 to 2.5 feet below existing grade at the boring locations. The SHGWL are noted on the attached boring logs and presented in the table below.

TABLE NO. 3 WATER TABLES & ESTIMATED SHWL LEVELS

Boring Location	Water Table Depth (ft)	Estimated SHWL Depth (ft)
B-1	5.0	2.5
B-2	5.0	2.5
B-3	5.0	2.5
B-4	3.0	1.0
B-5	3.0	1.0
B-6	3.0	1.0
B-7	3.5	2.0
B-8	3.5	2.0
B-9	3.0	2.0
B-10	3.0	1.0
B-11	3.0	1.5
B-12	3.0	1.0

The shallow clayey soil may cause temporary perched water at or near the ground surface. Water could be temporarily ponded in the ditches and other low lying areas of the overall site especially during periods of heavy rainfall.

4.0 RECOMMENDATIONS

4.1 SUITABILITY OF EXCAVATED SOIL FOR USE AS FILL

In general, the typical criteria for determining the acceptability of a material for use as structural fill is based on the percent "fines" in the soil matrix (e.g. material passing the No. 200 sieve). The following grouping system explains more fully the suitability of various soil types with respect to the amount of fines.

TABLE 4
SUITABILITY OF EXCAVATED MATERIAL FOR USE AS FILL

Designation	USCS Soil Classification	% Fines Passing No. 200 Sieve	Suitability for Use as Structural Fill
Group A	SP, SW	0-5	These soils are the most desirable for use as engineering fill because they drain freely when excavated from beneath the groundwater table and are not as susceptible to moisture related instability
Group B	SP-SM, SP-SC	5-12	These soils are good sources of engineered fill, but require some extra care during placement and compaction. The moisture content of these soils should not be higher than 2% above optimum during placement and compaction in order to reduce the potential for moisture related instability. These soils drain fairly well, but will require some stockpiling and aeration time when excavated from below the groundwater table.
Group C	SM, SC, SC-SM	12-20	These soils are more difficult to use because they are moisture sensitive. The moisture content of these soils should be maintained at or below optimum in order to help mitigate the potential for moisture related instability during placement and compaction. Further, these soils will require significant stockpiling and aeration periods in order to reduce the moisture content if the soils are excavated from below the groundwater table. For similar reasons, we caution the use of these soils during the wet season in areas where groundwater might be encountered.
Group D	SM, SC, SC-SM, CL,CH, ML, MH	>20	These soils are not recommended for use as engineered fill because they will be too difficult to dry and work.
Group E	PT, OL, SM-OL	Organic	Unsuitable, must be completely removed and replaced with Group A or B soils

Onsite Soils

Based on the soil classification, the best suitable soils recommended for use as fill at the pond borings are presented in the following table:

TABLE NO. 5
FILL SUITABILITY FOR STRUCTURAL FILL

Boring	Suitable Depth (ft)	Unified Soil Classification	Soil Group
B-1	0 to 15	SP, SP-SM	A, B
B-2	0 to 15	SP	A
B-3	0 to 15	SP, SP-SM	A, B
B-4	0 to 1 2.5 to 15	SP, SP-SM SP	A, B A
B-5	2 to 15	SP, SP-SM	A, B
B-6	2 to 15	SP, SP-SM	A, B
B-7	0 to 15	SP	A
B-8	0 to 15	SP, SP-SM	A, B
B-9	2 to 15	SP, SP-SM	A, B
B-10	0 to 15	SP, SP-SM	A, B
B-11	0 to 15	SP, SP-SM	A, B
B-12	2 to 15	SP, SP-SM	A, B

4.2 EXCAVATION CONSIDERATIONS

Dense to very dense sands encountered in the borings below a depth of 2 feet with N-values ranging from 31 to more than 50 blows per foot. The Manatee County Soil Survey also indicated **unweathered bedrock** from 12 to 55 inches below grade. **If deep excavations encounter this material it may require specialized equipment to excavate.** Soils excavated below the water table will require stockpile and drying. Areas not drilled for this report may encounter different soil types.

It has been our experience that soils/rock with SPT "N" blows counts in excess of about 25-30 bpf may prove to be difficult to excavate through with smaller sized equipment. With SPT "N" blow counts exceeding 30 bpf, difficult excavations should be expected on this site for the installation of underground utilities, fuel tanks, and possibly for foundation excavations. The contract documents should stipulate that the site contractor is solely responsible for selecting their excavation equipment appropriately without resource for a change order.

We suggest the gradation of the excavated material be periodically checked to determine their suitability as fill. General mixing of the materials can be expected to result in material gradations different from the gradations obtained from our test samples.

It should be noted that other excavation considerations, such as temporary and long term slope stability, erosion control, etc. were beyond the scope of this study.

4.3 CONSTRUCTION RELATED SERVICES

We recommend the owner retain Universal Engineering Sciences to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation and pavement subgrades by monitoring proof-rolling operations and performing quality assurance tests on the placement of compacted structural fill and pavement courses.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

5.0 LIMITATIONS

This report has been prepared for the exclusive use of ***Cortez75W Investors, LLC*** and other designated members of their design/construction team associated with the proposed construction for the specific project discussed in this report. No other site or project facilities should be designed using the soil information contained in this report. As such, UES will not be responsible for the performance of any other site improvement designed using the data in this report.

This report should not be relied upon for final design recommendations or professional opinions by unauthorized third parties without the expressed written consent of UES. Unauthorized third parties that rely upon the information contained herein without the expressed written consent of UES assume all risk and liability for such reliance.

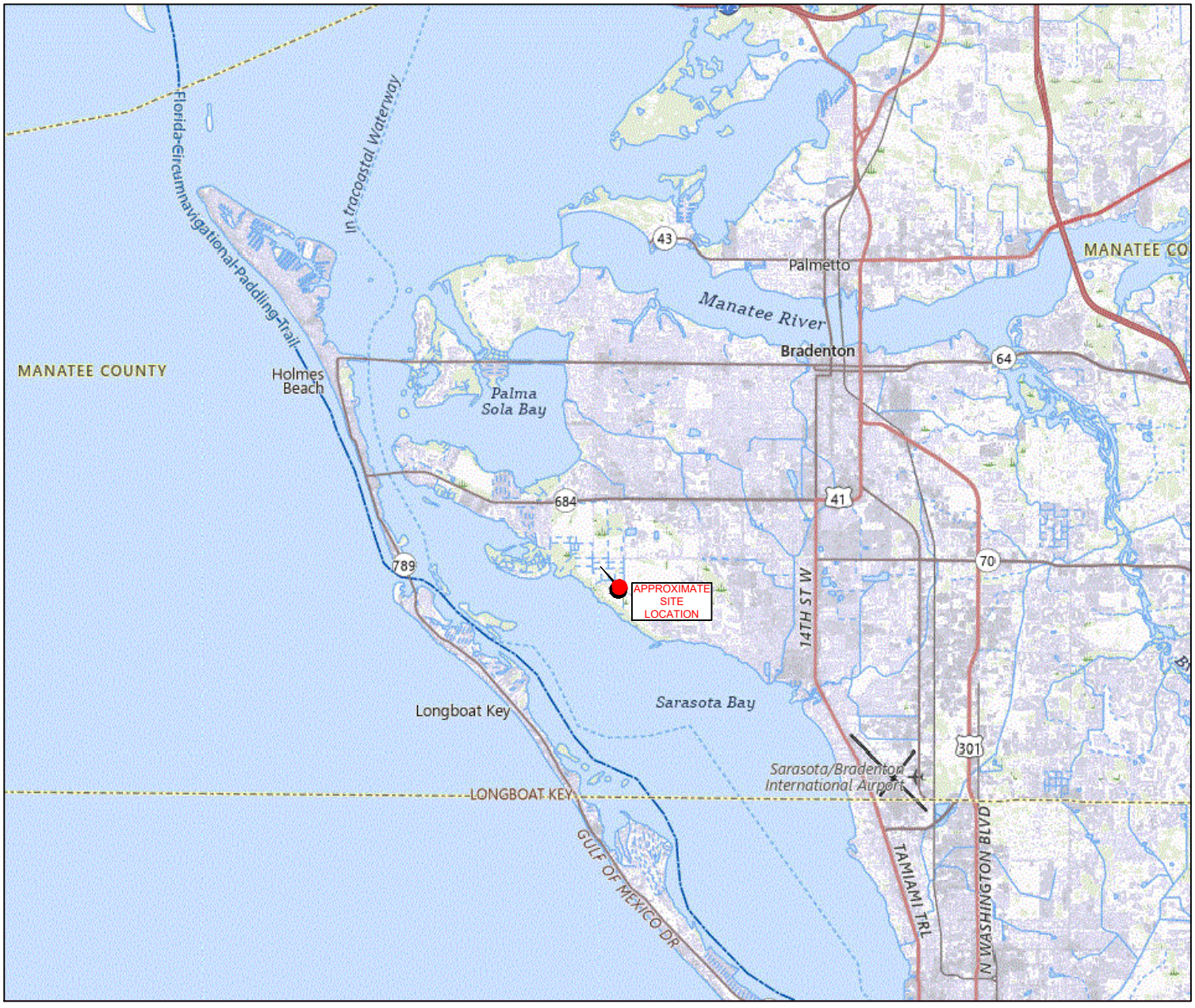
The recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated on the Boring Location Plan and from other information as referenced. This report does not reflect any variations which may occur between the boring locations. The nature and extent of such variations may not become evident until the course of construction. If variations become evident, it will then be necessary for a re-evaluation of the recommendations of this report after performing on-site observations during the construction period and noting the characteristics of the variations.

Borings for a typical geotechnical report are widely spaced and generally not sufficient for reliably detecting the presence of isolated, anomalous surface or subsurface conditions, or reliably estimating unsuitable or suitable material quantities. Accordingly, UES does not recommend relying on our boring information for estimation of material quantities unless our contracted services specifically include sufficient exploration for such purpose(s) and within the report we so state that the level of exploration provided should be sufficient to detect anomalous conditions or estimate such quantities. Therefore, UES will not be responsible for any extrapolation or use of our data by others beyond the purpose(s) for which it is applicable or intended.

All users of this report are cautioned that there was no requirement for UES to attempt to locate any man-made buried objects or identify any other potentially hazardous conditions that may exist at the site during the course of this exploration. Therefore no attempt was made by UES to locate or identify such concerns. UES cannot be responsible for any buried man-made objects or environmental hazards which may be subsequently encountered during construction that are not discussed within the text of this report. We can provide this service if requested.

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. A Geoprofessional Business Association (GBA), "Important Information About Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues.

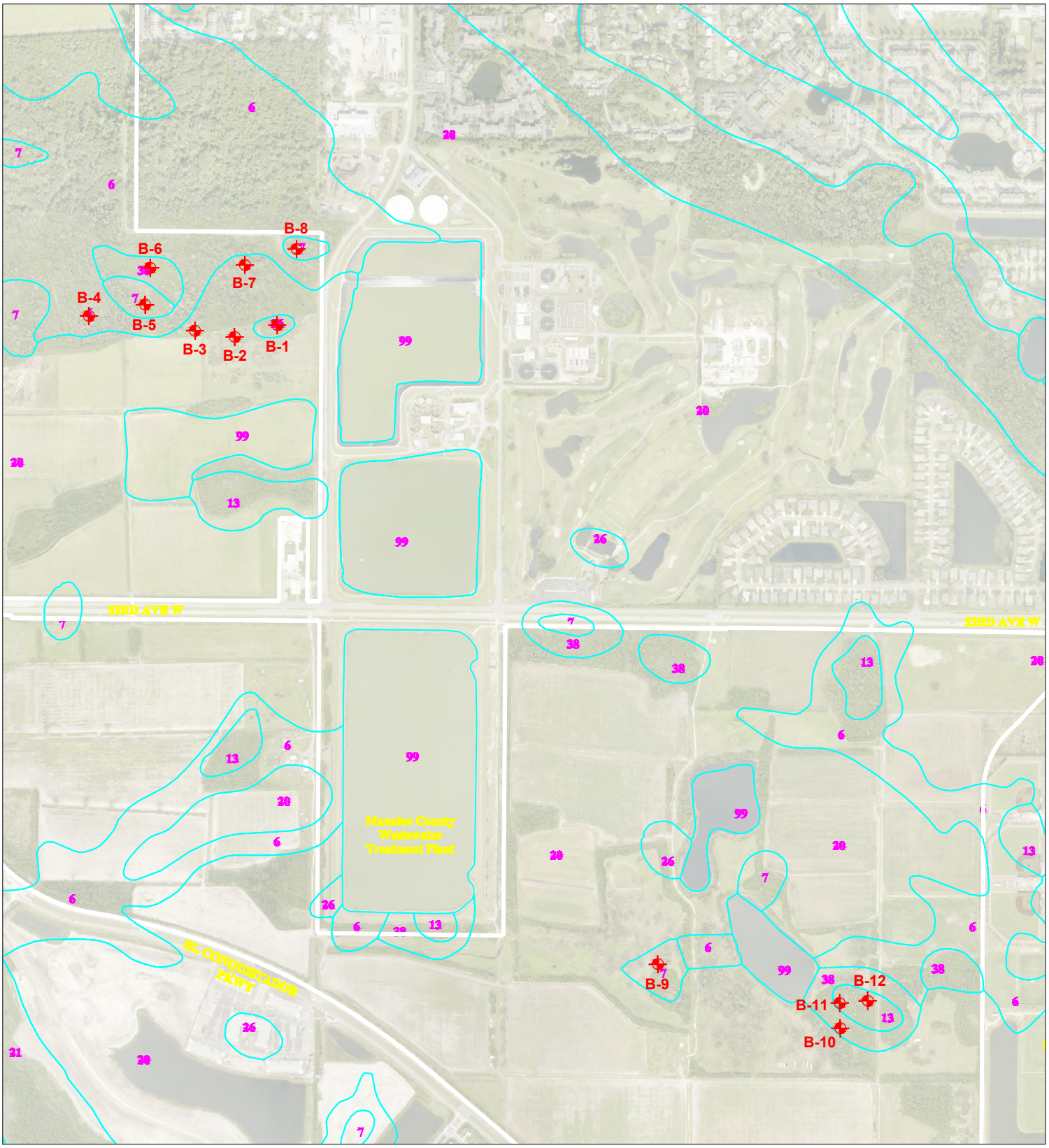
Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.



N

A-1	**SITE LOCATION PLAN** OBTAINED FROM USGS 2023	PROPOSED LAKE FLORES CENTRAL AND EASTERN - WETLAND MITIGATION AREAS 53RD AVENUE WEST AND 75TH STREET WEST BRADENTON, FL	PROJECT NO: 1130.2400265.0000 REPORT NO: 240265 SCALE NOT TO SCALE	UES 1748 INDEPENDENCE BLVD. SARASOTA, FL. 941-358-7410

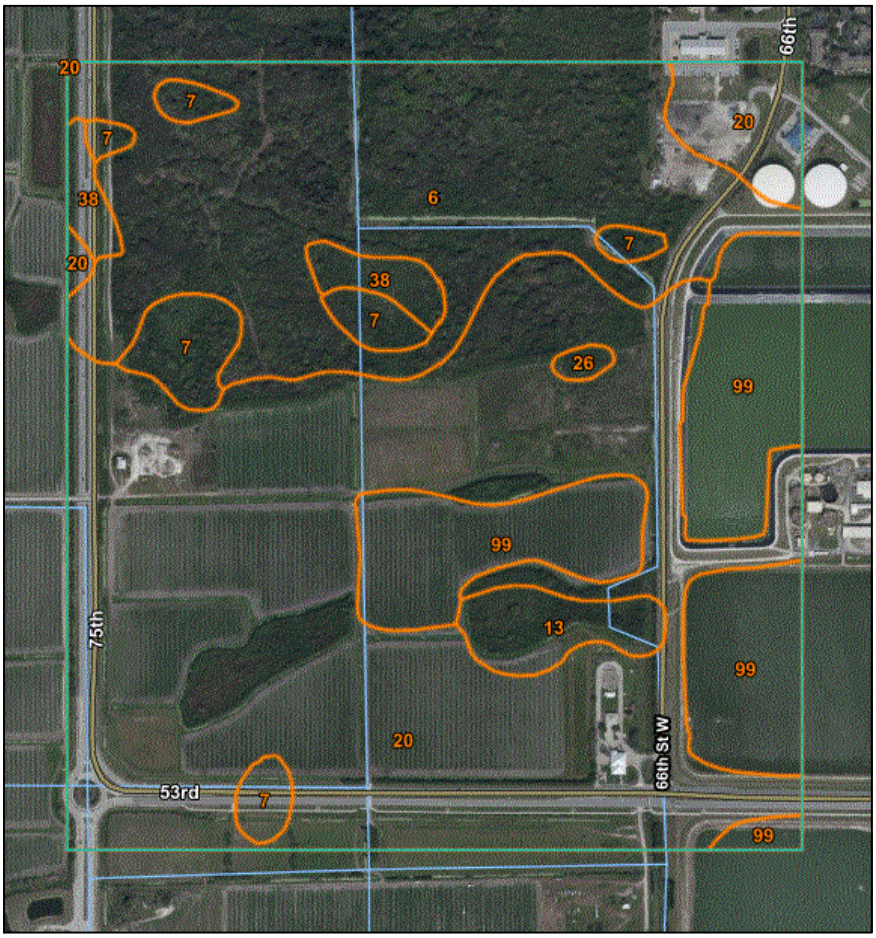
APPENDIX A



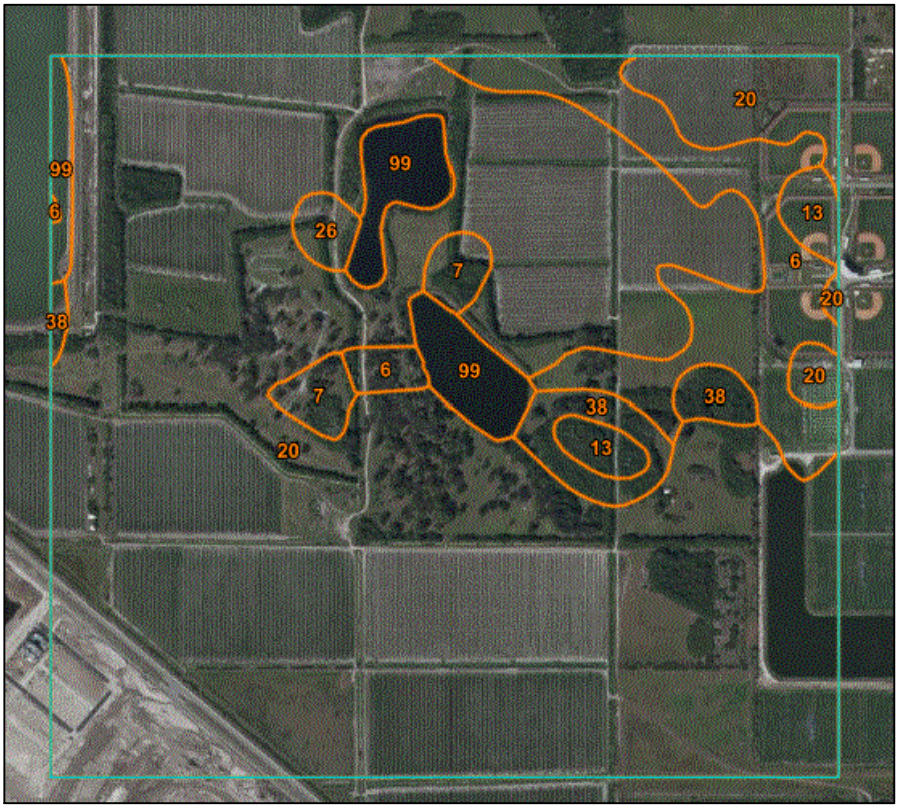
LEGEND
APPROXIMATE LOCATION
SPT BORING

N

A-2	**BORING LOCATION PLAN** THIS MAP SHOWS APPROXIMATE LOCATION	PROPOSED LAKE FLORES CENTRAL AND EASTERN - WETLAND MITIGATION AREAS 53RD AVENUE WEST AND 75TH STREET WEST BRADENTON, FL	PROJECT NO: 1130.2400265.0000 REPORT NO: 240265 SCALE NOT TO SCALE	UES 1748 INDEPENDENCE BLVD. SARASOTA, FL. 941-358-7410



Central Area



Eastern Area

N

A-3	**SCS SOIL SURVEY MAP** OBTAINED FROM WEB SOIL SURVEY 2023	PROPOSED LAKE FLORES CENTRAL AND EASTERN - WETLAND MITIGATION AREAS 53RD AVENUE WEST AND 75TH STREET WEST BRADENTON, FL	PROJECT NO: 1130.2400265.0000 REPORT NO: 240265 SCALE NOT TO SCALE	UES 1748 INDEPENDENCE BLVD. SARASOTA, FL. 941-358-7410

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
53rd Avenue W and 75th Street W
Bradenton, FL

BORING DESIGNATION: **B-01** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 5.0
DATE OF READING: 4/25/24
EST. W.S.W.T. (ft): 2.5

DATE STARTED: 4/25/24
DATE FINISHED: 4/25/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Dark brown fine sand with silt (SP-SM) Group B						
			15	▽								
						Light brown fine sand (SP) Group A						
			37			Brown fine sand with trace silt (SP) Group A						
5				▼								
			38									
			27									
10			17				0.6	22.5				
15			32			Boring terminated at 15 feet below grade						

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BORING DESIGNATION: **B-02** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 5.0
DATE OF READING: 4/25/24
EST. W.S.W.T. (ft): 2.5

DATE STARTED: 4/25/24
DATE FINISHED: 4/25/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Brown fine sand with trace silt (SP) Group A						
			17									
				▽		Light brown fine sand (SP) Group A						
			33				1.6	15.3				
5				▼								
			36			Brown fine sand with trace silt (SP) Group A						
			21									
10			19									
15			27			Boring terminated at 15 feet below grade						

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
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BORING DESIGNATION: **B-03** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC
LOCATION: See Boring Location Plan
REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 5.0
DATE OF READING: 4/25/24
EST. W.S.W.T. (ft): 2.5

DATE STARTED: 4/25/24
DATE FINISHED: 4/25/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Dark brown fine sand with silt (SP-SM) Group B						
			25	▽		Brown fine sand with trace silt (SP) Group A						
			37									
5				▼								
			36									
			20									
10			21									
15			28				1.3	22.3				
						Boring terminated at 15 feet below grade						

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BORING DESIGNATION: **B-04** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.0
DATE OF READING: 4/26/24
EST. W.S.W.T. (ft): 1.0

DATE STARTED: 4/26/24
DATE FINISHED: 4/26/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Dark brown fine sand with silt (SP-SM) Group B						
			10	▽		Brown clayey sand (SC) Group D						
			24	▼		Light brown fine sand with shell (SP) Group A						
5			41									
			45				2.7	19.8				
10			57									
15			66			Boring terminated at 15 feet below grade						

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BORING DESIGNATION: **B-05** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC
LOCATION: See Boring Location Plan
REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.0
DATE OF READING: 4/25/24
EST. W.S.W.T. (ft): 1.0

DATE STARTED: 4/25/24
DATE FINISHED: 4/25/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Dark brown clayey sand (SC) Group D						
			6	▽			24.9	51.5				
						Brown fine sand with silt and trace shell (SP-SM) Group B						
			20	▼								
						Light brown to light gray fine sand with trace shell (SP) Group A						
5			28				1.8	22.0				
			40									
10			51									
15			59									
						Boring terminated at 15 feet below grade						

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
53rd Avenue W and 75th Street W
Bradenton, FL

BORING DESIGNATION: **B-06** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC
LOCATION: See Boring Location Plan
REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.0
DATE OF READING: 4/25/24
EST. W.S.W.T. (ft): 1.0

DATE STARTED: 4/25/24
DATE FINISHED: 4/25/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Dark brown clayey sand (SC) Group D						
			4	▽			20.6	41.9				
				▼		Brown fine sand with trace silt (SP) Group A						
			18			Light brown fine sand with shell (SP) Group A						
5			22									
			46			Gray fine sand with trace silt and shell (SP) Group A						
10			50/2"									
15			74			Boring terminated at 15 feet below grade						

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
53rd Avenue W and 75th Street W
Bradenton, FL

BORING DESIGNATION: **B-07** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.5
DATE OF READING: 4/26/24
EST. W.S.W.T. (ft): 2.0

DATE STARTED: 4/26/24
DATE FINISHED: 4/26/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Light gray fine sand (SP) Group A						
			12	▽		Dark brown fine sand with trace silt and roots (SP) Group A						
				▼								
			6			Brown fine sand with trace silt (SP) Group A	4.1	16.9				
5												
			37			Light brown fine sand with shell (SP) Group A						
			29									
10			45									
15			62			Boring terminated at 15 feet below grade						

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
53rd Avenue W and 75th Street W
Bradenton, FL

BORING DESIGNATION: **B-08** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC
LOCATION: See Boring Location Plan
REMARKS: Central Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.5
DATE OF READING: 4/26/24
EST. W.S.W.T. (ft): 2.0

DATE STARTED: 4/26/24
DATE FINISHED: 4/26/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Light gray fine sand (SP) Group A						
			13	▽								
						Dark brown fine sand with silt (SP-SM) Group B						
				▼								
			11			Light brown fine sand with shell (SP) Group A						
5												
			25									
			29			Dark brown fine sand with silt (SP-SM) Group B						
10			46				7.0	16.3				
						Light brown fine sand with shell (SP) Group A						
15			50			Boring terminated at 15 feet below grade						

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
53rd Avenue W and 75th Street W
Bradenton, FL

BORING DESIGNATION: **B-09** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Eastern Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.0
DATE OF READING: 4/26/24
EST. W.S.W.T. (ft): 2.0

DATE STARTED: 4/26/24
DATE FINISHED: 4/26/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Light brown to light gray fine sand (SP) Group A						
			9	▽								
				▼								
			18									
5												
			19									
			34			Gray fine sand with silt (SP-SM) Group B						
10			50/2"				7.1	20.5				
						Light brown fine sand with shell (SP) Group A						
15			40			Boring terminated at 15 feet below grade						

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BORING DESIGNATION: **B-10** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Eastern Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.0
DATE OF READING: 4/26/24
EST. W.S.W.T. (ft): 1.0

DATE STARTED: 4/26/24
DATE FINISHED: 4/26/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Grayish-brown clayey sand (SC) Group C						
			6	▽			17.9	19.2				
				▼		Brown fine sand with silt and shell (SP-SM) Group B						
			17			Light brown to light gray fine sand with shell (SP) Group A						
5			23									
			56									
10			50/5"									
15			49			Boring terminated at 15 feet below grade						

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BORING LOG

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
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Bradenton, FL

BORING DESIGNATION: **B-11** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Eastern Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.0
DATE OF READING: 4/26/24
EST. W.S.W.T. (ft): 1.5

DATE STARTED: 4/26/24
DATE FINISHED: 4/26/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0						Dark brown fine sand with silt (SP-SM) Group B						
			4	▽								
						Light brown to light gray fine sand with shell (SP) Group A						
				▼								
			13									
5												
			23				2.3	21.6				
			70									
10			50/3"									
15			41			Boring terminated at 15 feet below grade						

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PROJECT: Proposed Lake Flores Central & Eastern- Wetland Mitigation Areas
53rd Avenue W and 75th Street W
Bradenton, FL

BORING DESIGNATION: **B-12** SHEET: **1 of 1**
SECTION: TOWNSHIP: RANGE:

CLIENT: Cortez75 W Investors, LLC

LOCATION: See Boring Location Plan

REMARKS: Eastern Area

G.S. ELEVATION (ft):
WATER TABLE (ft): 3.0
DATE OF READING: 4/26/24
EST. W.S.W.T. (ft): 1.0

DATE STARTED: 4/26/24
DATE FINISHED: 4/26/24
DRILLED BY: JM/JL
TYPE OF SAMPLING: ASTM D1586

DEPTH (FT.)	SAMPLE	BLOWS PER 6" INCREMENT	N (BLOWS/ FT.)	W.T.	SYMBOL	DESCRIPTION	-200 (%)	MC (%)	ATTERBERG LIMITS LL	ATTERBERG LIMITS PI	UCS (tsf)	ORG. CONT. (%)
0				▽		Gray clayey sand (SC) Group D						
			8				24.3	33.8				
				▼		Light brown to light gray fine sand with shell (SP) Group A						
			18									
5												
			33									
			47									
10			50/2"									
15			45			Boring terminated at 15 feet below grade						

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SOIL CLASSIFICATION CHART

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE-GRAINED SOILS (major portions retained on No. 200 sieve): includes (1) clean gravel and sands and (2) silty or clayey gravels and sands. Condition is rated according to relative density as determined by laboratory tests or standard penetration resistance tests.

Descriptive Terms	Relative Density	SPT Blow Count
Very loose	0 to 15 %	< 4
Loose	15 to 35 %	4 to 10
Medium dense	35 to 65 %	10 to 30
Dense	65 to 85 %	30 to 50
Very dense	85 to 100 %	> 50

FINE-GRAINED SOILS (major portions passing on No. 200 sieve): includes (1) inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings, SPT blow count, or unconfined compression tests.

Descriptive Terms	Unconfined Compressive Strength kPa	SPT Blow Count
Very soft	< 25	< 2
Soft	25 to 50	2 to 4
Medium stiff	50 to 100	4 to 8
Stiff	100 to 200	8 to 15
Very stiff	200 to 400	15 to 30
Hard	> 400	> 30

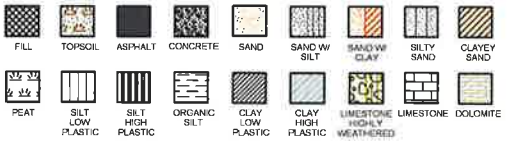
GENERAL NOTES

1. Classifications are based on the United Soil Classification System and include consistency, moisture, and color. Field descriptions have been modified to reflect results of laboratory tests where deemed appropriate.

2. Surface elevations are based on topographic maps and estimated locations.

3. Descriptions on these boring logs apply only at the specific boring locations and at the time the borings were made. They are not guaranteed to be representative of subsurface conditions at other locations or times.

SOIL SYMBOLS



OTHER SYMBOLS

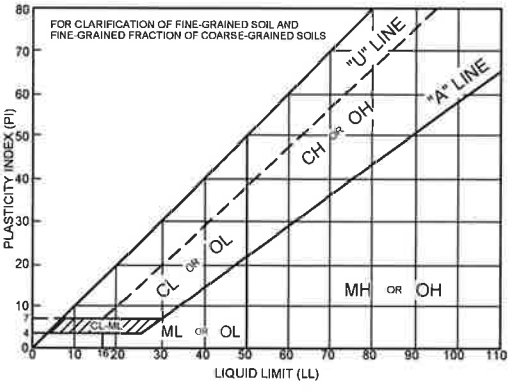
▼ Measured Water Table Level ▽ Estimated Seasonal High Water Table

Major Divisions			Group Symbols	Typical Names	Laboratory Classification Criteria
Coarse-Grained soils (More than half the material is larger than No. 200 sieve size)	Gravels (More than half of coarse fraction is larger than No. 4 sieve size)	Clean gravel (Little or no fines)	GW	Well-graded gravels, gravel-sand mixtures, little or no fines	$C_U = \frac{D_{60}}{D_{10}}$ greater than 4; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3
			GP	Poorly-graded gravels, gravel-sand mixtures, little or no fines	Not meeting all gradation requirements for GW
		Gravel with fines (Appreciable amount of fines)	GM	Silty gravels, gravel-sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4 — Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
			GC	Clayey gravels, gravel-sand-silt mixtures	Atterberg limits above "A" line or P.I. greater than 7
	Sands (More than half of coarse fraction is smaller than No. 4 sieve size)	Clean sands (Little or no fines)	SW	Well-graded sands, gravelly sands, little or no fines	$C_U = \frac{D_{60}}{D_{10}}$ greater than 6; $C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ between 1 and 3
			SP	Poorly-graded sands, gravelly sands, little or no fines	Not meeting all gradation requirements for SW
		Sands with fines (Appreciable amount of fines)	SM	Silty sands, sand-silt mixtures	Atterberg limits below "A" line or P.I. less than 4 — Above "A" line with P.I. between 4 and 7 are borderline cases requiring use of dual symbols
			SC	Clayey sands, sand-clay mixtures	Atterberg limits above "A" line or P.I. greater than 7
Fine-Grained soils (More than half the material is smaller than No. 200 sieve size)	Silts and Clays (Liquid limit less than 50)		ML	Inorganic silts and very fine sands, rock floor, silty or clayey fine sands or clayey silts with slight plasticity	
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays	
			OL	Organic silts and organic silty clays of low plasticity	
	Silts and Clays (Liquid limit greater than 50)		MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, organic silts	
			CH	Inorganic clays of high plasticity, fat clays	
			OH	Organic clays of medium to high plasticity, organic silts	
	Highly Organic Soils		Pt	Peat and other highly organic soils	

Determine percentages of sand and gravel from grain size curve. Depending on percentage of fines (fraction smaller than No. 200 sieve) coarse-grained soils are classified as follows:
Less than 5 percent..... GW, GP, SW, SP
More than 12 percent..... GM, GC, SM, SC
5 to 12 percent..... Borderline cases requiring dual symbols*

Particle Size	Sieve sizes	mm	Material
	< #200	< 0.074	Silt or clay
	#200 to #40	0.074 to 0.42	Sand
	#40 to #10	0.42 to 2.00	Fine
	#10 to #4	2.00 to 4.76	Medium

Particle Size	Sieve	mm	Material
	#4 to 3/4 in.	4.76 to 19.1	Gravel
	3/4 in. to 3 in.	19.1 to 76.2	Fine
	3 in. to 12 in.	76.2 to 304.8	Coarse
	12 in. to 36 in.	304.8 to 914.4	Cobble
			Boulders



Plasticity Chart

* When the percent passing a No. 200 sieve is between 5% and 12%, a dual symbol is used to denote the soil. For example; SP-SC, poorly-graded sand with clay content between 5% and 12%.

APPENDIX B

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, clients can benefit from a lowered exposure to the subsurface problems that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed below, contact your GBA-member geotechnical engineer. Active involvement in the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Geotechnical-Engineering Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. *Those who rely on a geotechnical-engineering report prepared for a different client can be seriously misled.* No one except authorized client representatives should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one – not even you – should apply this report for any purpose or project except the one originally contemplated.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read it *in its entirety*. Do not rely on an executive summary. Do not read selected elements only. *Read this report in full.*

You Need to Inform Your Geotechnical Engineer about Change

Your geotechnical engineer considered unique, project-specific factors when designing the study behind this report and developing the confirmation-dependent recommendations the report conveys. A few typical factors include:

- the client's goals, objectives, budget, schedule, and risk-management preferences;
- the general nature of the structure involved, its size, configuration, and performance criteria;
- the structure's location and orientation on the site; and
- other planned or existing site improvements, such as retaining walls, access roads, parking lots, and underground utilities.

Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.*

This Report May Not Be Reliable

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, that it could be unwise to rely on a geotechnical-engineering report whose reliability may have been affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If your geotechnical engineer has not indicated an "apply-by" date on the report, ask what it should be*, and, in general, *if you are the least bit uncertain* about the continued reliability of this report, contact your geotechnical engineer before applying it. A minor amount of additional testing or analysis – if any is required at all – could prevent major problems.

Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface through various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing were performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgment to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team from project start to project finish, so the individual can provide informed guidance quickly, whenever needed.

This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, *they are not final*, because the geotechnical engineer who developed them relied heavily on judgment and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* revealed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a full-time member of the design team, to:

- confer with other design-team members,
- help develop specifications,
- review pertinent elements of other design professionals' plans and specifications, and
- be on hand quickly whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction observation.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note conspicuously that you've included the material for informational purposes only.* To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report, but they may rely on the factual data relative to the specific times, locations, and depths/elevations referenced. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. As a general rule, *do not rely on an environmental report prepared for a different client, site, or project, or that is more than six months old.*

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, none of the engineer's services were designed, conducted, or intended to prevent uncontrolled migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, ***proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration.*** Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. ***Geotechnical engineers are not building-envelope or mold specialists.***

GEOPROFESSIONAL BUSINESS ASSOCIATION

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CONSTRAINTS AND RESTRICTIONS

WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until construction begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other explorations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. If Client prefers a $2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of $2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE **8.1** UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. **8.2** Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. **8.3**

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.


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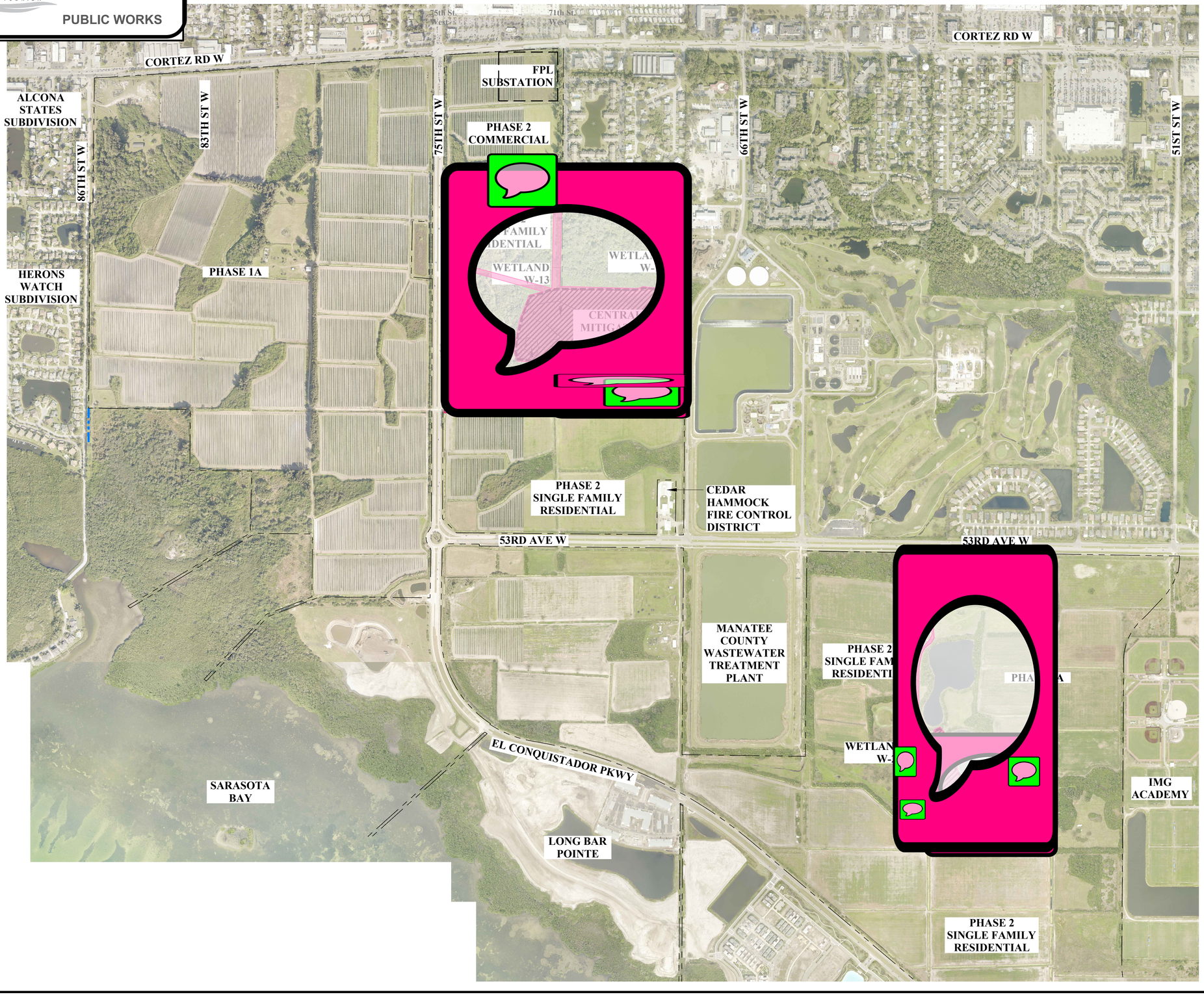
APPROVED

Project #:

Date: 10/17/2024

Accela #: PLN2405-0149

PUBLIC WORKS



JOSEPH W.L. COLLINS
STATE OF FLORIDA REGISTERED
LANDSCAPE ARCHITECT #LA6667401

SIGNATURE

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006993 LC 0000065
1023 MANATEE AVENUE WEST BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

REVISIONS

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SEAFLOWER CENTRAL AND EAST MITIGATION

DESIGNED:
DRAWN:
DATE:
JOB NO.
SCALE:

SHEET

Sunshine 811 SAVE DIGGING RESOURCES CALL811 BEFORE YOU DIG

Wed, 04 Sep 2024 – 5:17pm W:\Acad\LAKE FLORES (45113)\Central and East Mitigation Nodes\WORKING\LF-C&E MIT-MSTRPLN.dwg

Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

October 15, 2024

LF Manatee, LLC
Attn: Whiting H. Preston
1320 - 33rd Street West
Palmetto, FL 34221

Lake Flores Community Development District
Attn: Gary Walker, Chairman
P.O. Box 810036
Boca Raton, FL 33431

Subject: **Notice of Intended Agency Action - Approval**
ERP Individual Construction Major Modification

Project Name:	Lake Flores Central and East Mitigation Node
App ID/Permit No:	895285 / 43042599.017
County:	Manatee
Sec/Twp/Rge:	S07/T35S/R17E, S08/T35S/R17E, S17/T35S/R17E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Robert Marshall, P.E., ZNS Engineering, L.C.

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Sec/Twp/Rge:	S07/T35S/R17E, S08/T35S/R17E, S17/T35S/R17E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
As-Built Certification and Request for Conversion to Operation Phase
Notice of Authorization to Commence Construction
Notice of Rights

cc: Robert Marshall, P.E., ZNS Engineering, L.C.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE

INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43042599.017

EXPIRATION DATE: October 15, 2029 **PERMIT ISSUE DATE:** October 15, 2024

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME:	Lake Flores Central and East Mitigation Node
GRANTED TO:	LF Manatee, LLC Attn: Whiting H. Preston 1320 - 33rd Street West Palmetto, FL 34221
OTHER PERMITTEES:	Lake Flores Community Development District Attn: Gary Walker, Chairman P.O. Box 810036 Boca Raton, FL 33431

ABSTRACT: This permit authorization is for the modification of a stormwater management system approved under Construction Permit No. 43042599.011 and Conceptual Permit No. 49042599.001 serving a 54.15-acre portion of a future mixed use development. The proposed activities include the creation of eastern and central mitigation areas to offset impacts to wetlands associated with other portions of the overall Lake Flores development. This modification, Construction Permit No. 43042599.017, amends the previously issued Permit No. 43042599.011 and adds conditions. All other original permit conditions remain in effect. The project is located south of Cortez Boulevard, east of 75th Street West, in Manatee County.

OP. & MAIN. ENTITY:	Lake Flores Community Development District
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	Manatee
SEC/TWP/RGE:	S07/T35S/R17E, S08/T35S/R17E, S17/T35S/R17E
TOTAL ACRES OWNED OR UNDER CONTROL:	54.15
PROJECT SIZE:	54.15 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	May 23, 2024
AMENDED DATE:	N/A

I. Water Quantity/Quality

Water Quantity/Quality Comment:

Formal water quality treatment is not required as there are no impervious areas associated with these activities. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Floodplain Comment:

The project proposes no additional fill placement within a known 100-year riverine floodplain or depression storage areas associated with 100-year riverine floodplain.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland 13	5.10	0.00	0.00	0.00	5.10	0.00
Wetland 14	0.64	0.00	0.00	0.00	0.64	0.00
Wetland 15	0.43	0.00	0.00	0.00	0.43	0.00
OSW Ditches	0.80	0.00	0.80	0.00	0.00	0.00
Wetland 29 (Herbaceous)	0.23	0.00	0.00	0.00	0.23	0.00
Wetland 29 (Forested)	0.28	0.00	0.00	0.00	0.28	0.00
Wetland 24 (Herbaceous)	2.73	0.00	0.00	0.00	2.73	0.00
Wetland 24 (Forested)	0.30	0.00	0.00	0.00	0.30	0.00
Wetland 21 (Herbaceous)	1.02	0.00	0.00	0.00	1.02	0.00
Wetland 21 (Forested)	0.26	0.00	0.00	0.00	0.26	0.00
Total:	**11.79**	**0.00**	**0.80**	**0.00**	**10.99**	**0.00**

*** For impacts that do not require mitigation, their functional loss is not included.**

Wetland/Other Surface Water Comments:

The project area for this permit contains 10.49 acres of freshwater marsh (FLUCCS 641), 0.50 acre of wetland forested mixed (FLUCCS 630), and 0.80 acre of other surface water ditches (FLUCCS 510). There will be 10.49 acres of temporary impacts to freshwater marsh, 0.50 acre of temporary impacts to wetland forested mixed, and 0.80 acre of permanent dredging and filling impacts to other surface water ditches associated with the construction activities authorized in this permit.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement +Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
RW-13	0.00	0.00	0.00	0.00	0.00	0.00	5.10	0.74	0.00	0.00	0.00	0.00
RW-14	0.00	0.00	0.00	0.00	0.00	0.00	0.64	0.11	0.00	0.00	0.00	0.00
RW-15	0.00	0.00	0.00	0.00	0.00	0.00	0.43	0.09	0.00	0.00	0.00	0.00
CW-4	3.11	1.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CW-5	7.26	2.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CW-13	1.50	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EW-21 (Forested)	0.00	0.00	0.26	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EW-21 (Herbaceous)	0.00	0.00	1.02	0.30	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EW-24 (Forested)	0.00	0.00	0.30	0.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EW-24 (Herbaceous)	0.00	0.00	2.73	0.71	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EW-29 (Forested)	0.00	0.00	0.28	0.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EW-29 (Herbaceous)	0.00	0.00	0.23	0.06	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total:	**11.87**	**3.94**	**4.82**	**1.30**	**0.00**	**0.00**	**6.17**	**0.94**	**0.00**	**0.00**	**0.00**	**0.00**

Mitigation Comments:

The Central and East Mitigation Nodes contain 11.87 acres of wetland creation, 6.17 acres of wetland restoration, and 4.82 acres of wetland enhancement. The results of the Unified Mitigation Assessment Method (UMAM) analysis indicate a functional gain of 5.95 freshwater herbaceous units and 0.23 freshwater forested units. The functional gain units generated by this project shall be used only for projects that LF Manatee, LLC is the Applicant and are located in the South Coastal Drainage Basin.

Wetland mitigation is not required for the 10.49 acres of temporary dredging and filling impacts to freshwater marsh and 0.50 acre of temporary dredging and filling impacts to wetland forested mixed pursuant to Subsection 10.2.2 of the (A.H.V.I) Under this Subsection, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife, and listed species.

Wetland mitigation is not required for the 0.80 acre of permanent dredging and filling impacts to upland dug ditches pursuant to Subsection 10.2.2.2 of the Environmental Resource Applicant's Handbook Volume 1. Under this Subsection, wetland mitigation is not required for impacts to upland dug ditches that do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.

3. **WETLAND MITIGATION SUCCESS CRITERIA CENTRAL AND EAST NODE MITIGATION AREA (Mitigation Areas EW-21 (Forested), EW-24 (Forested), and EW-29 (Forested)(0.84 acre)**

   Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

   a.The mitigation area can reasonably be expected to develop into a wetland forested mixed (FLUCCS 630) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

   b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."

   c. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

   Zone: Buffer
   Percent Cover: 30%
   Species: *Aristida stricta, Ilex glabra, Andropogon spp., Asclepias tuberosa, and Woodwardia virginica*

   d. Planted or recruited tree species that are greater than or equal to 12 feet in height and established for more than 5 years shall meet the criteria specified:

   Zone: Buffer
   Density (#/Acre): Scattered Throughout
   Species: *Morella cerifera, Prunus angustifolia, Sabal palmetto, Pinus elliottii, and Qurcus virginiana*

   e. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

   f. Coverage by nuisance or exotic species does not exceed 10 percent at any area within the mitigation site and 10 percent for the entire mitigation site.

   g. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

   The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

4. **WETLAND MITIGATION SUCCESS CRITERIA CENTRAL AND EAST NODE MITIGATION AREA (Mitigation Areas CW-4, RW-14, CW-5, RW-15, CW-13, and RW-13)(18.04 acres)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a.The mitigation area can reasonably be expected to develop into a freshwater marsh (FLUCCS 641) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."

c. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

Zone: Buffer
Percent Cover: 30%
Species: *Aristida stricta, Ilex glabra, Andropogon spp., Asclepias tuberosa, and Woodwardia virginica*

Zone: A
Percent Cover: 80%
Species: *Spartina bakeri, Eleocharis cellulosa, and Juncus effusus*

Zone: B
Percent Cover: 80%
Species: *Sagittaria lancifolia, Eleocharis interstincta, and Panicum hemitoman*

Zone: C
Percent Cover: 80%
Species: *Scirpus spp., Thylia geniculata, and Pontederia cordata*

d. Planted or recruited tree species that are greater than or equal to 12 feet in height and established for more than 5 years shall meet the criteria specified:

Zone: Buffer
Density (#/Acre): Scattered Throughout
Species: *Morella cerifera, Prunus angustifolia, Sabal palmetto, Pinus elliottii, and Qurcus virginiana*

e. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

f. Coverage by nuisance or exotic species does not exceed 10 percent at any area within the mitigation site and 10 percent for the entire mitigation site.

g. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

5. **WETLAND MITIGATION SUCCESS CRITERIA CENTRAL AND EAST NODE MITIGATION AREA (Mitigation Areas EW-21 (Herbaceous), EW-24 (Herbaceous), and EW-29 (Herbaceous)(3.98 acres)**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

a.The mitigation area can reasonably be expected to develop into a freshwater marsh (FLUCCS 641) as determined by the Florida Land Use and Cover and Forms Classification System (third edition; January 1999).

b. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetlands/surface water type specified in criterion "a."

c. Planted or recruited herbaceous or shrub species (or plant species providing the same function) shall meet the criteria specified:

Zone: Buffer
Percent Cover: 30%
Species: *Aristida stricta, Ilex glabra, Andropogon spp., Asclepias tuberosa, and Woodwardia virginica*

Zone: A
Percent Cover: 80%
Species: *Spartina bakeri, Eleocharis cellulosa, and Juncus effusus*

Zone: B
Percent Cover: 80%
Species: *Sagittaria lancifolia, Eleocharis interstincta, and Panicum hemitoman*

d. Planted or recruited tree species that are greater than or equal to 12 feet in height and established for more than 5 years shall meet the criteria specified:

Zone: Buffer
Density (#/Acre): Scattered Throughout
Species: *Morella cerifera, Prunus angustifolia, Sabal palmetto, Pinus elliottii, and Qurcus virginiana*

e. Species composition of recruiting wetland vegetation is indicative of the wetland type specified in criterion "a."

f. Coverage by nuisance or exotic species does not exceed 10 percent at any area within the mitigation site and 10 percent for the entire mitigation site.

g. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

6. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.

7. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.

8. The permittee, prior to beneficial use of the site must submit an as-built survey of the wetland mitigation areas certified by a

registered surveyor or professional engineer showing dimensions, grades, ground elevations, water surface elevations, and species composition, numbers and densities. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection /activities were conducted to maintain the mitigation areas in compliance according to the Wetland Mitigation Success Criteria Conditions above . Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation area(s) in compliance with the Wetland Mitigation Success Criteria Conditions above. Monitoring Data shall be collected semi-annually.

9. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:

a. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;

b. submitting documentation, including the date, that all maintenance activities in the wetland mitigation areas have been suspended including, but not limited to, irrigation and addition or removal of vegetation; and

c. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions .

10. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the system. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.

12. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

a. wetland and surface water areas

b. wetland buffers

c. upland preservation

d. limits of approved wetland impacts

e. construction access for the Central and East Mitigation Nodes

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

13. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."

14. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.

15. The following language shall be included as part of the deed restrictions for each lot: "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."

16. This modification, Construction Permit No. 43042599.017, amends the previously issued Permit No. 43042599.011 and adds conditions.

17. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.

18. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.

19. The Permitted Plan Set for this project includes the set received by the District on August 1, 2024

20. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

21. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

22. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

23. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.

b. Any existing septic tanks on site shall be abandoned at the beginning of construction.

c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

24. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

25. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the

area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

26. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

27. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

28. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

29. Variable weir structures (CS-WET 13 and CS-WET 29) are authorized for temporary use in the central mitigation node for purposes of the manipulation of water levels in created and restored wetlands during plant installation and initial establishment of the wetland systems. The weir structures shall be fixed at final design control elevations no later than 48 months following initial plant installation. Once the final design control elevations are determined, the Permittee shall submit a permit modification for District approval.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.

b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i. This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l. The permittee shall notify the Agency in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF

AUTHORIZATION

TO COMMENCE CONSTRUCTION

Lake Flores Central and East Mitigation Node

PROJECT NAME

Residential

PROJECT TYPE

Manatee

COUNTY

S07/T35S/R17E, S08/T35S/R17E, S17/T35S/R17E

SEC(S)/TWP(S)/RGE(S)

LF Manatee, LLC

PERMITTEE See permit for additional permittees

APPLICATION ID/PERMIT NO: 895285 / 43042599.017

DATE ISSUED: October 15, 2024

David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9788. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9. 110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

FPL Account Number: **44001-86500**

FPL Work Request Number: **13559235**

LED LIGHTING AGREEMENT

In accordance with the following terms and conditions, Lake Flores Community Development District (hereinafter called the Customer), requests on this 24 day of **September**, **2024** , from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) 8116 Cortez Rd West, located in Bradenton, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Roadway	59	7500	3000k	31	
Roadway	93	12,000	3000k	17	
Roadway	127	17,000	3000k	4	
Roadway	160	20,000	3000k	2	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

Pole Description	# Installed	# Removed
Standard Concrete 30' (22'6"MH) 8' Bracket	48	
Standard Concrete 35' (27'6"MH) 8' Bracket	2	

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully): FPL to install fixtures and poles based on above equipment description. 160w, 20,000 lumen fixture to utilize 12' bracket. FPL to supply all underground conduit and HH for customer to install. FPL to set all poles, mount fixtures and pull wire. FPL to energize system. Restoration of sod or landscaping not included.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of $773.59 These charges may be adjusted subject to review and approval by the FPSC.

3. To pay Contribution in Aid of Construction (CIAC) in the amount of $0.00 prior to FPL's initiating the requested installation or modification.

4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.

5. To purchase from FPL all the electric energy used for the operation of the Lighting System.

6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.

7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.

8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.

9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.

10. For FPL-owned fixtures on customer-owned systems:
    a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
    b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
    c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:

    a. the addition of lighting facilities:
    b. the removal of lighting facilities; and
    c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

    Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Payments shall be made by the Customer in advance of any relocation.
    Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.

13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.

14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.

15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.

16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer ofthe obligation to perform any of the terms and conditions of this Agreement.

17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.

18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer andFPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.

19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.

20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.

21. The lighting facilities shall remain the property of FPL in perpetuity.

22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service andthe Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representativesto be effective as of the day and year first written above.

Charges and Terms Accepted:

Lake Flores Community Development District
Customer (Print or type name of Organization)

By: _____
Signature (Authorized Representative)

Gary Walker
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By: Eric S. Culling
(Signature)

Eric S. Culling
(Print or type name)

Title: Sr. Representative - FPL LED Lighting Solutions

EXHIBIT A

LED Lighting Solutions

LED Lighting Plan

Quantity Total: 54	Monthly Total Budget Includes Fixture Rental, Pole Rental, Energy and Maintanace of Facilities and UG	$1,636.20

INSTALLATION DETAILS				Option 1
Installation 1		Fixture		Roadway 7,500L
		Fixture/Pole		
		Pole Type		30' with 22.5'MH Standard Concrete Side Mount
		Fixture*		$139.34
Quantity	31	Pole		$252.34
FPL Conversion		Maintenance		$44.95
Full/Hybrid	Full	Energy		$46.86
		Monthly Total		$483.49

INSTALLATION DETAILS				Option 1
Installation 2		Fixture		Roadway 12,000L
		Fixture/Pole		
		Pole Type		30' with 22.5'MH Standard Concrete Side Mount
		Fixture*		$76.42
Quantity	17	Pole		$138.38
FPL Conversion		Maintenance		$24.65
Full/Hybrid	Full	Energy		$41.86
		Monthly Total		$281.31

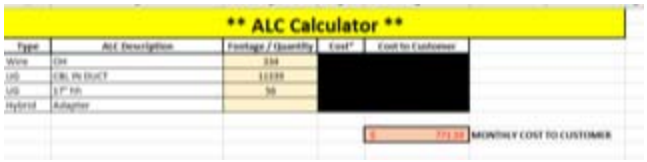
INSTALLATION DETAILS				Option 1
Installation 3		Fixture		Roadway 17,000L
		Fixture/Pole		
		Pole Type		35' with 27.5'MH Standard Concrete Side Mount
		Fixture*		$17.98
Quantity	4	Pole		$32.56
FPL Conversion		Maintenance		$5.80
Full/Hybrid	Full	Energy		$14.45
		Monthly Total		$70.79

INSTALLATION DETAILS				Option 1
Installation 4		Fixture		Roadway 20,000L
		Fixture/Pole		
		Pole Type		
		Fixture*		$14.99
Quantity	2	Pole		$0.00
FPL Conversion		Maintenance		$2.90
Full/Hybrid	Full	Energy		$9.13
		Monthly Total		$27.02

ALC Charge Details - Maintanace of UG Facilities (cost per month)

Type	Cost
ALC	773.59

EXHIBIT B

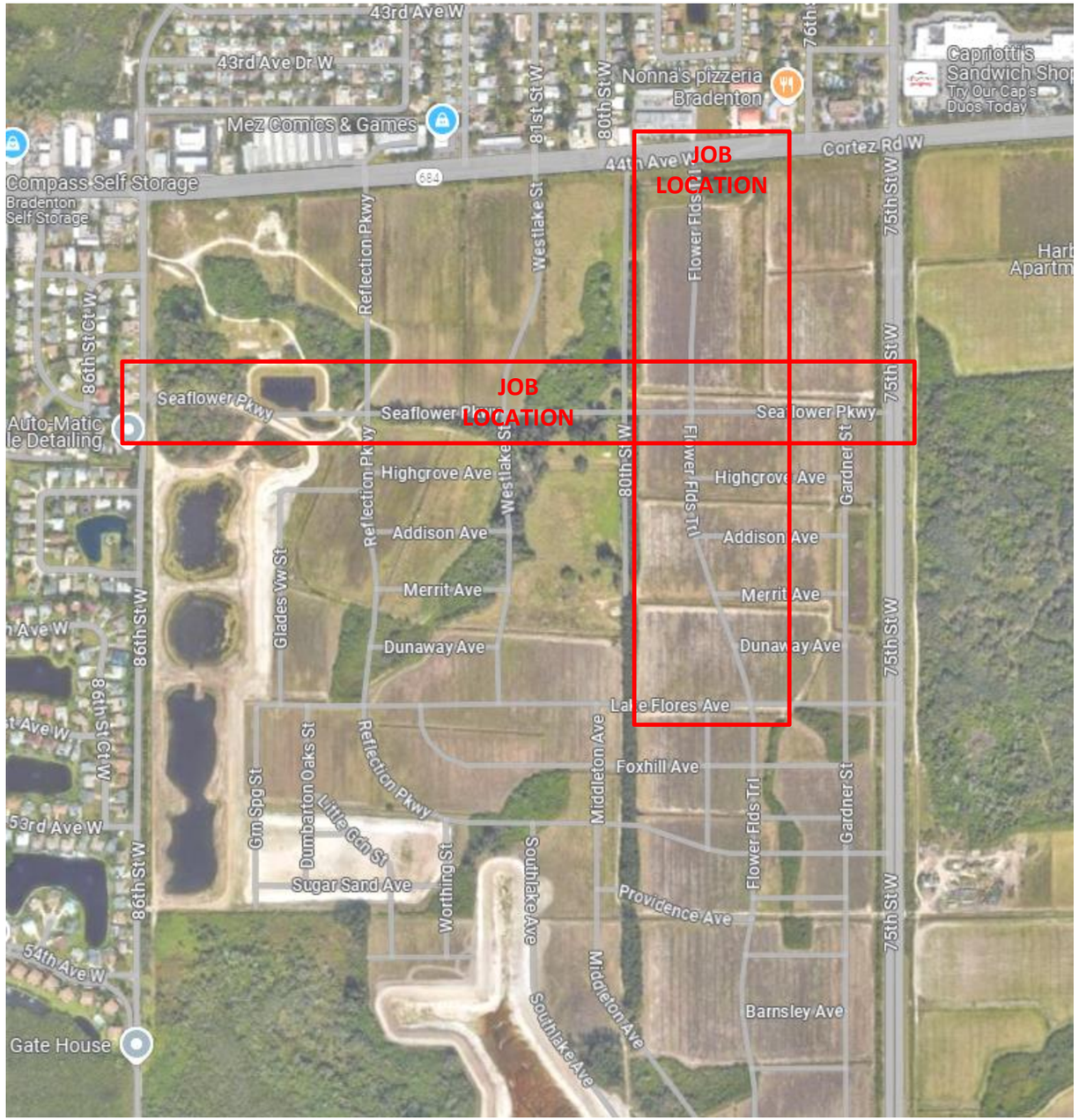


** ALC Calculator **

Type	Alc Description	Footage / Quantity	Cost*	Cost to Customer
Wire	OH	334	[redacted]	
UG	CBL IN DUCT	11339		
UG	1? ?/?	56		
Hybrid	Adapter			
			$ 771.34	MONTHLY COST TO CUSTOMER

EXHIBIT C

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ _____



Legend:

Proposed padmounted transformer ---
New aerial transformer ----------
New UG PVC & cable ----------
New 17" hand-hole ----------
New 24" hand-hole ----------

FEEDER: 500665

Product summary				
Symbol	Description	Watts	Temp color	Quantity
	Roadway 7,500L	59	3K	31
	Roadway 17,000L	93	4K	17
	Roadway 12,000L	127	3K	4
	Roadway 20,000L	160	3K	2
	30'(22'6" MH) street light arm mount concrete pole	N/A	N/A	48
	35'(27'6" MH) street light arm mount concrete pole	N/A	N/A	4

Total OH Footage: 334 ft
Total UG Footage: 11,339 ft.

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	

PERMIT REQ'D				
City X	County Rd.	County Air	State Road	FAA
WMD	RR Xing	DR. Dist.	Transm.	

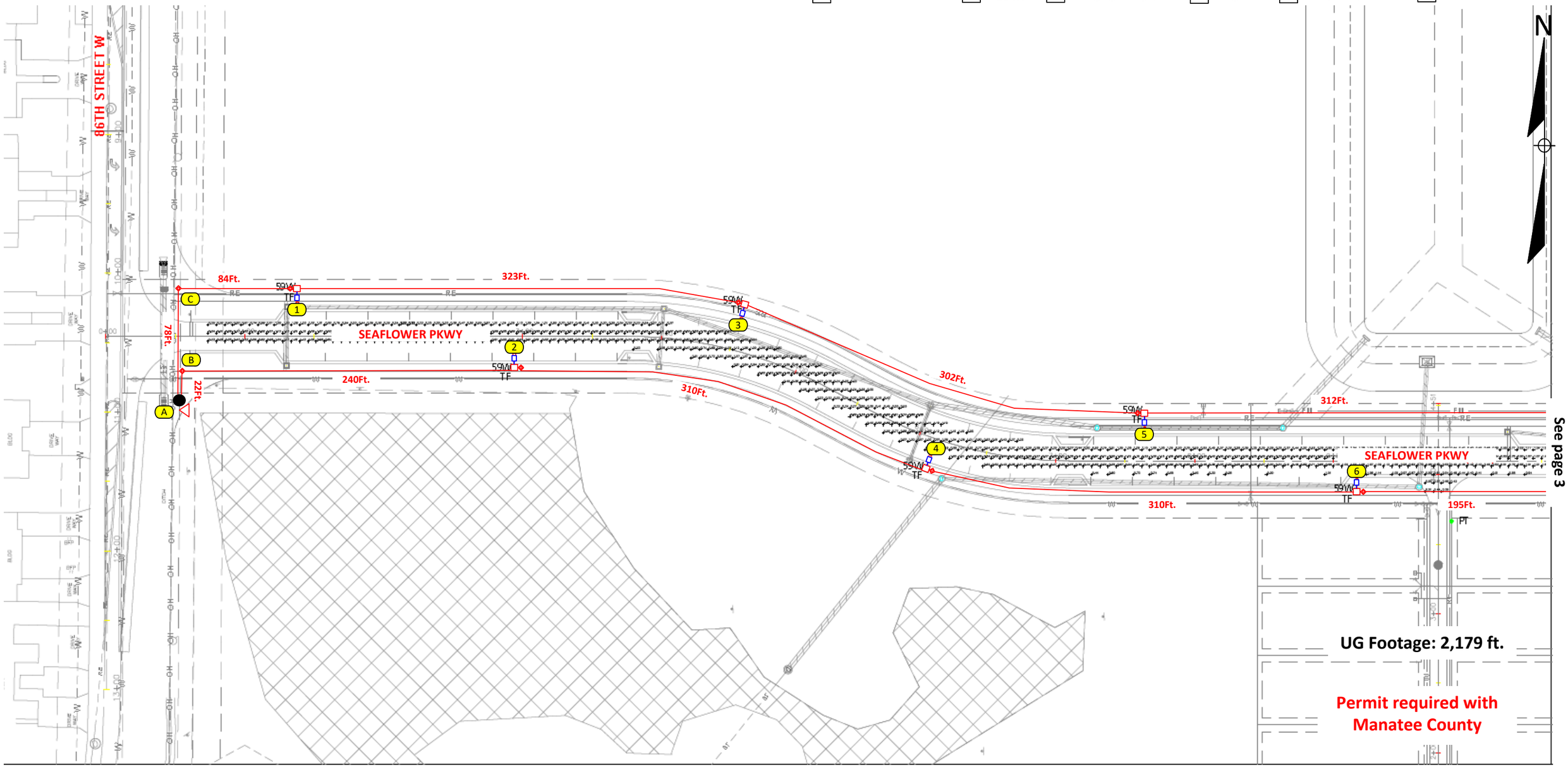
Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET 0' | DUCT BANK FT. 0'
POLE LINE FT. ON TRANSM. POLES 0' | TRENCH FT. 0'
TLM/LDS MODEL No. – | Map Posting? YES ☒ NO ☐ Posted by:

Lake Flores Throughfares - Phase 1
Install 54 new fixtures & 52 new poles
V/O Seaflower Pkwy, Bradenton, FL 34210

Designed by: Thais Garcia | Date: 09/20/24
Drawn by: TG | Check by: | Dwg No. 1 OF 9
Rural Location Sec. xx TWP. xx S, RGE. xx E.
SCALE: N.T.S | St. Lt MAP No. MAP# | Pri Map No. xxxxxx
WR xxxxxxx | M/A xx

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐



Construction Notes: (Customer installing conduit and hand-holes)

Loc. 1-6: Install 1 LED Roadway 59W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. A: Install 1-25KVA AETX. Install 2-2" riser on existing distribution wood pole.
Loc. B-C: Install 17" hand-hole.
FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be ".
- FPL contractor doing any restoration required.
FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒			
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒			
PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	

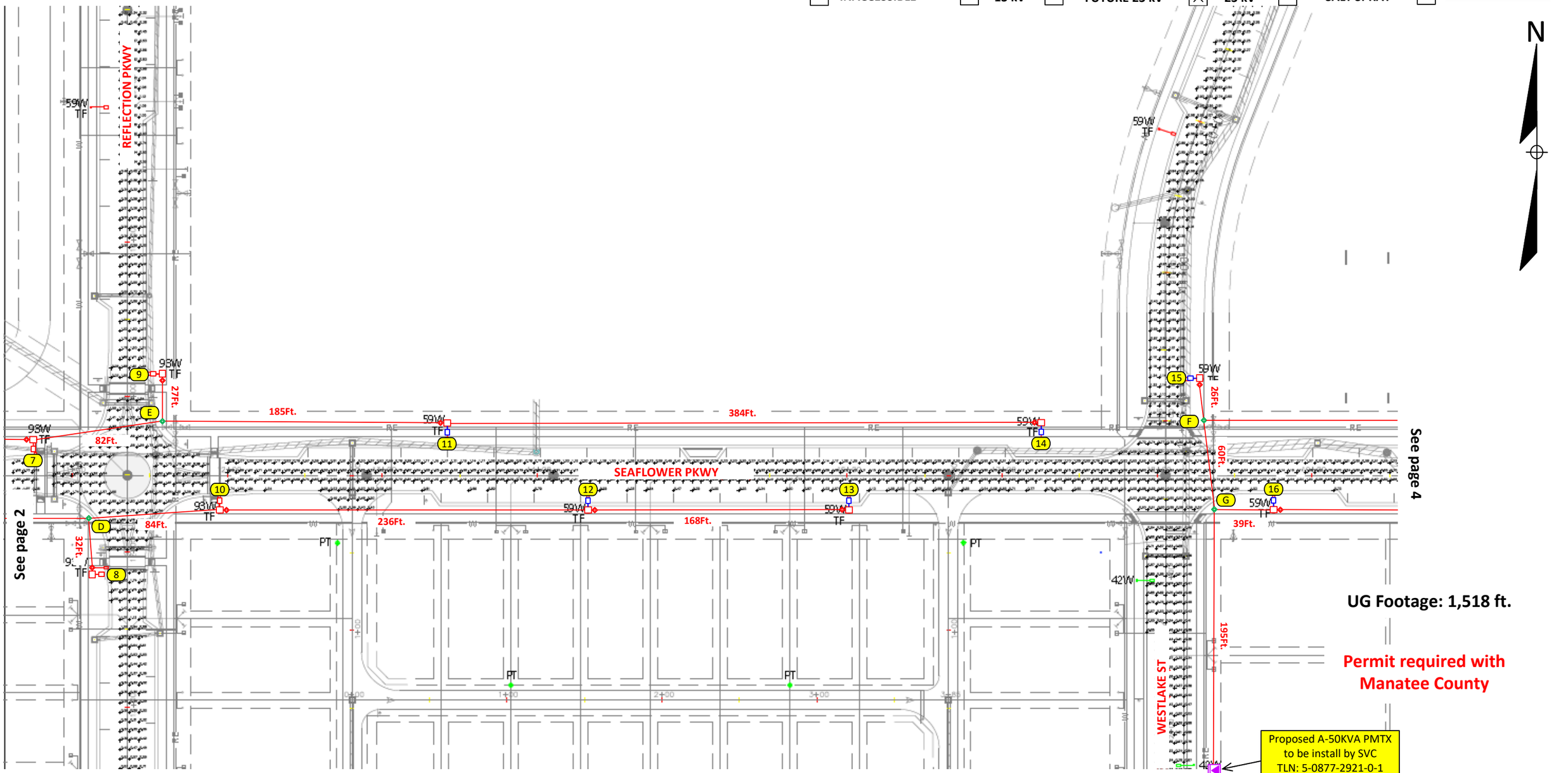
Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	–	Map Posting? YES ☒ NO ☐	Posted by:

FPL

Lake Flores Throughfares - Phase 1
Install 54 new fixtures & 52 new poles
V/O Seaflower Pkwy, Bradenton, FL 34210

Designed by:	Thais Garcia	Date:	09/20/24
Drawn by: TG	Check by:	Dwg No.	2 OF 9
Rural Location Sec.	xx TWP. xx S, RGE. xx E.		
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No.	xxxxxx
WR xxxxxxx		M/A	xx



UG Footage: 1,518 ft.

Permit required with Manatee County

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 7-10: Install 1 LED Roadway 93W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.

Loc. 11-16: Install 1 LED Roadway 59W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.

Loc. D-G: Install 24" hand-hole.

FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.

- All hand-holes to be ".
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

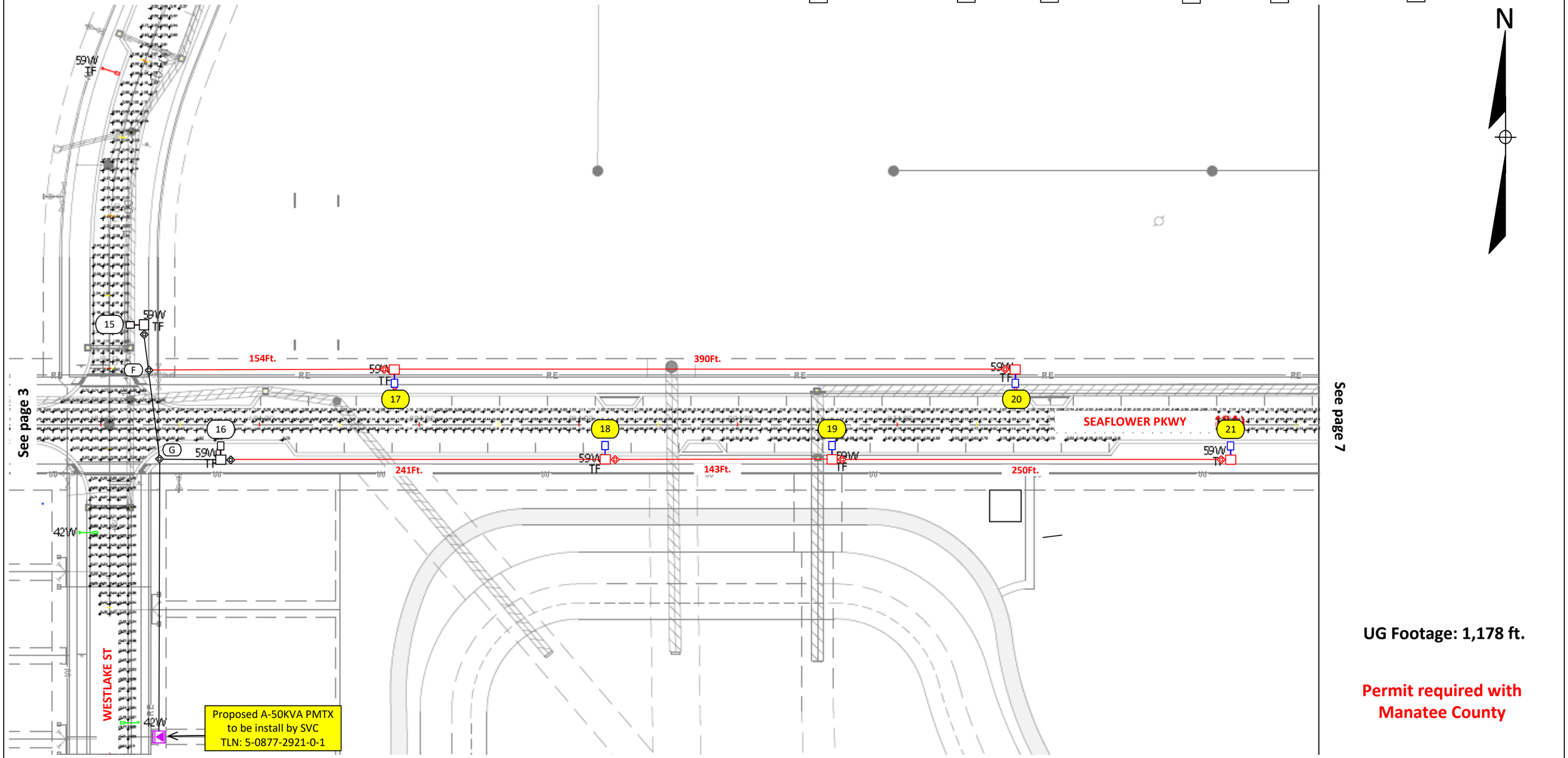
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	**FPL**	Lake Flores Throughfares - Phase 1	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 54 new fixtures & 52 new poles	
PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	-	Map Posting? YES ☒ NO ☐	Posted by:

Designed by:	Thais Garcia	Date:	09/20/24
Drawn by:	TG	Check by:	Dwg No. 3 OF 9
Rural Location Sec.	xx	TWP. xx	S, RGE. xx E.
SCALE:	N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx
WR	xxxxxxx		M/A xx



UG Footage: 1,178 ft.

Permit required with Manatee County

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 17-21: Install 1 LED Roadway 59W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. G-H: Install 24" hand-hole.
FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be ".
- FPL contractor doing any restoration required.
FPL LED Rep: Eric Culling

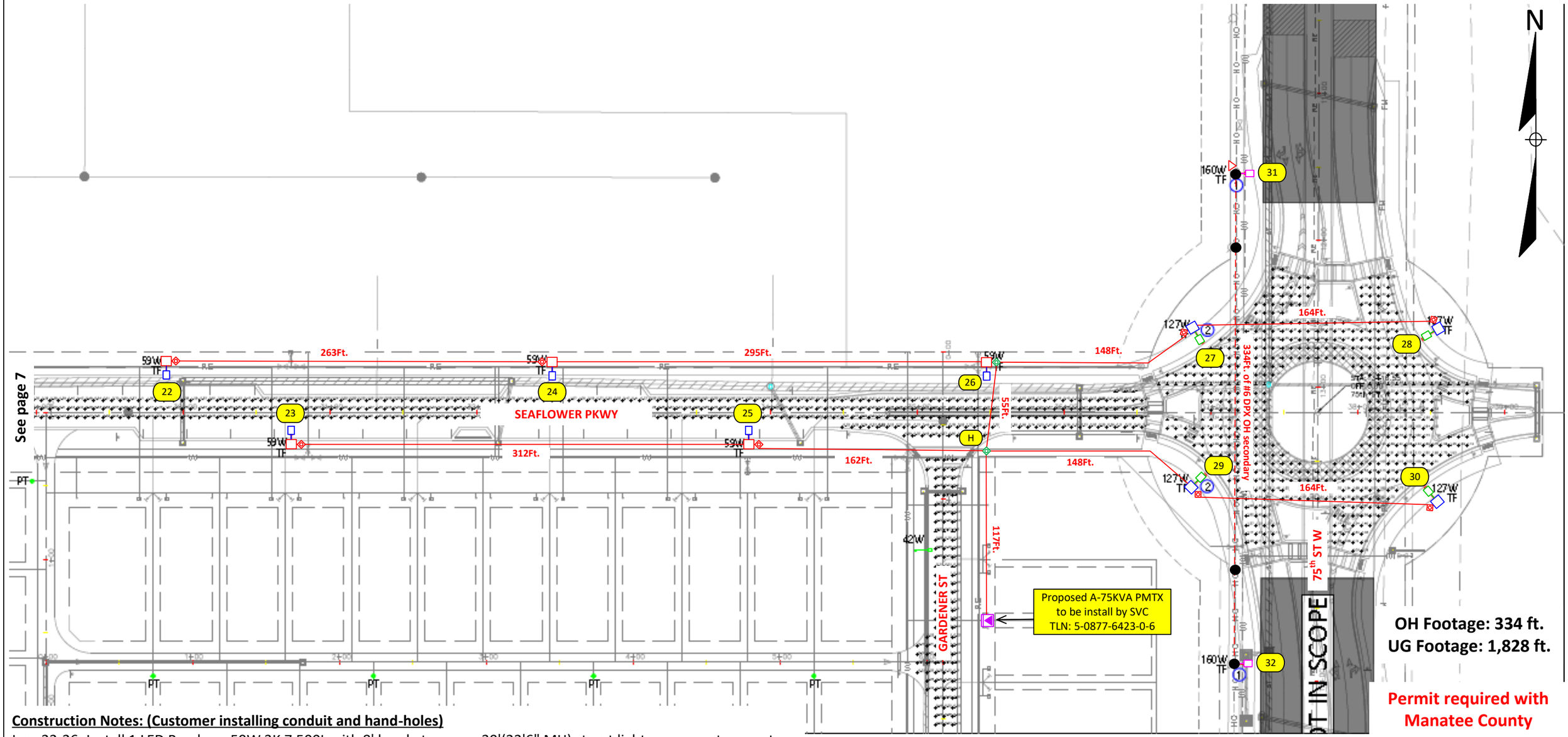
AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒	Lake Flores Throughfares - Phase 1 Install 54 new fixtures & 52 new poles V/O Seaflower Pkwy, Bradenton, FL 34210

PERMIT REQ'D					
City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 09/20/24
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: TG Check by:	Dwg No. 4 OF 9
Request CAVT Transfer? YES ☐ NO ☒		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S St. Lt MAP No. MAP#	Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'	WR xxxxxxx	M/A xx
TLM/LDS MODEL No. -	Map Posting? YES ☒ NO ☐ Posted by:		

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ _____



OH Footage: 334 ft.
UG Footage: 1,828 ft.

Permit required with Manatee County

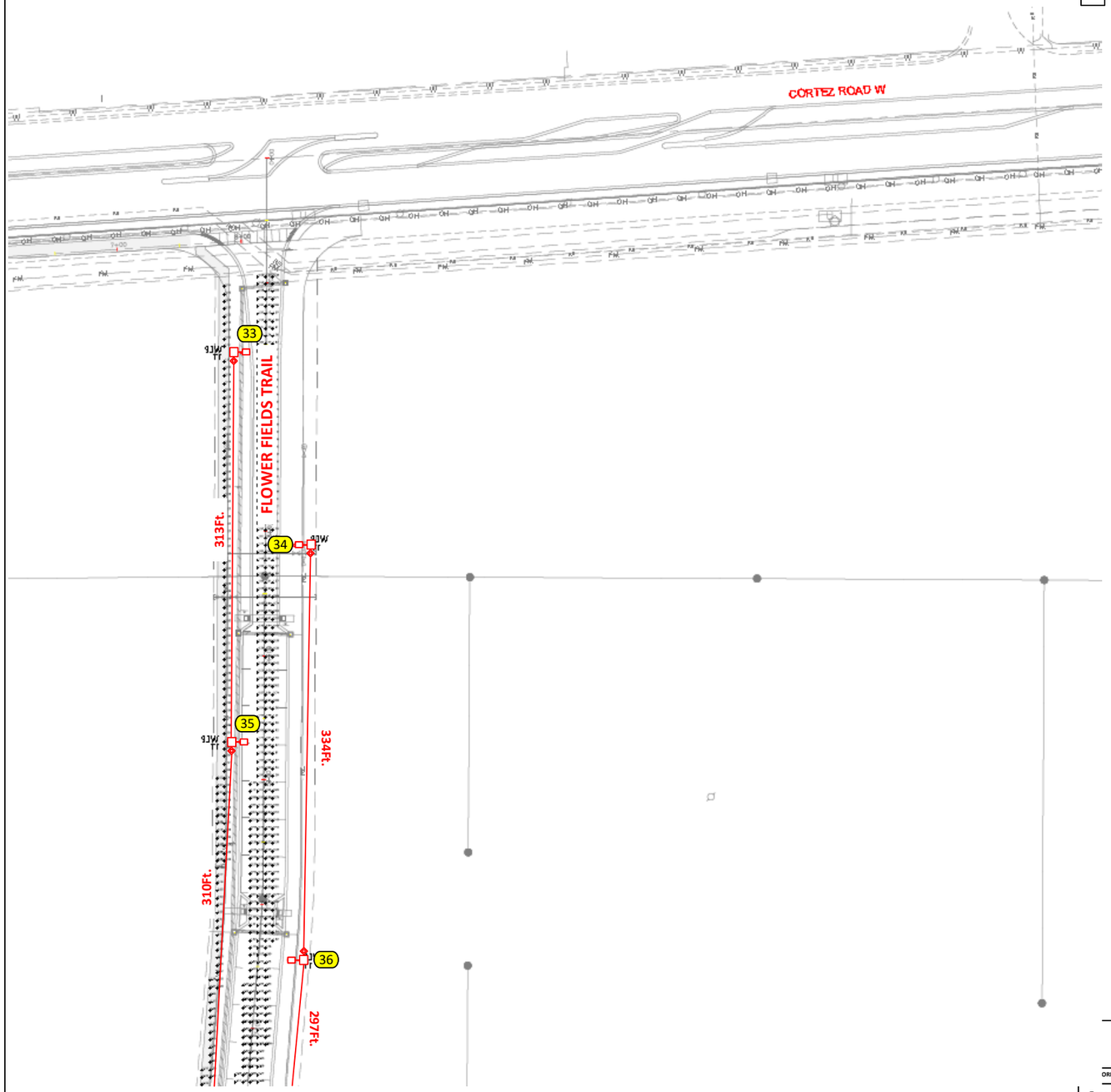
Construction Notes: (Customer installing conduit and hand-holes)

Loc. 22-26: Install 1 LED Roadway 59W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. 27-30: Install 1 LED Roadway 127W 3K 17,000L with 8' bracket on new 35'(22'6" MH) street light arm mount concrete pole.
Loc. 31-32: Install 1 LED Roadway 160W 3K 20,000L with 12' bracket on existing distribution wood pole.
Loc. H, 26, 27 & 29: Install 24" hand-hole.
Loc. 31: Install 1-25KVA AETX.
FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be ".
- FPL contractor doing any restoration required.
FPL LED Rep: Eric Culling

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Lake Flores Throughfares - Phase 1	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 54 new fixtures & 52 new poles	
PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	
Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per			V/O Seaflower Pkwy, Bradenton, FL 34210	
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.				
POLE LINE FEET 0'	DUCT BANK FT. 0'			Designed by: Thais Garcia	Date: 09/20/24
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'			Drawn by: TG Check by:	Dwg No. 5 OF 9
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:			Rural Location Sec. xx TWP. xx S, RGE. xx E.	
				SCALE: N.T.S St. Lt MAP No. MAP#	Pri Map No. xxxxxx
				WR xxxxxxx	M/A xx

☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ ———



See page 7

N

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 33-36: Install 1 LED Roadway 93W 4K 12,000L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be ".
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

UG Footage: 1,254 ft.

Permit required with Manatee County

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
OREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒			
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒			
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA	
WMD	RR Xing	DR. Dist.	Transm.		

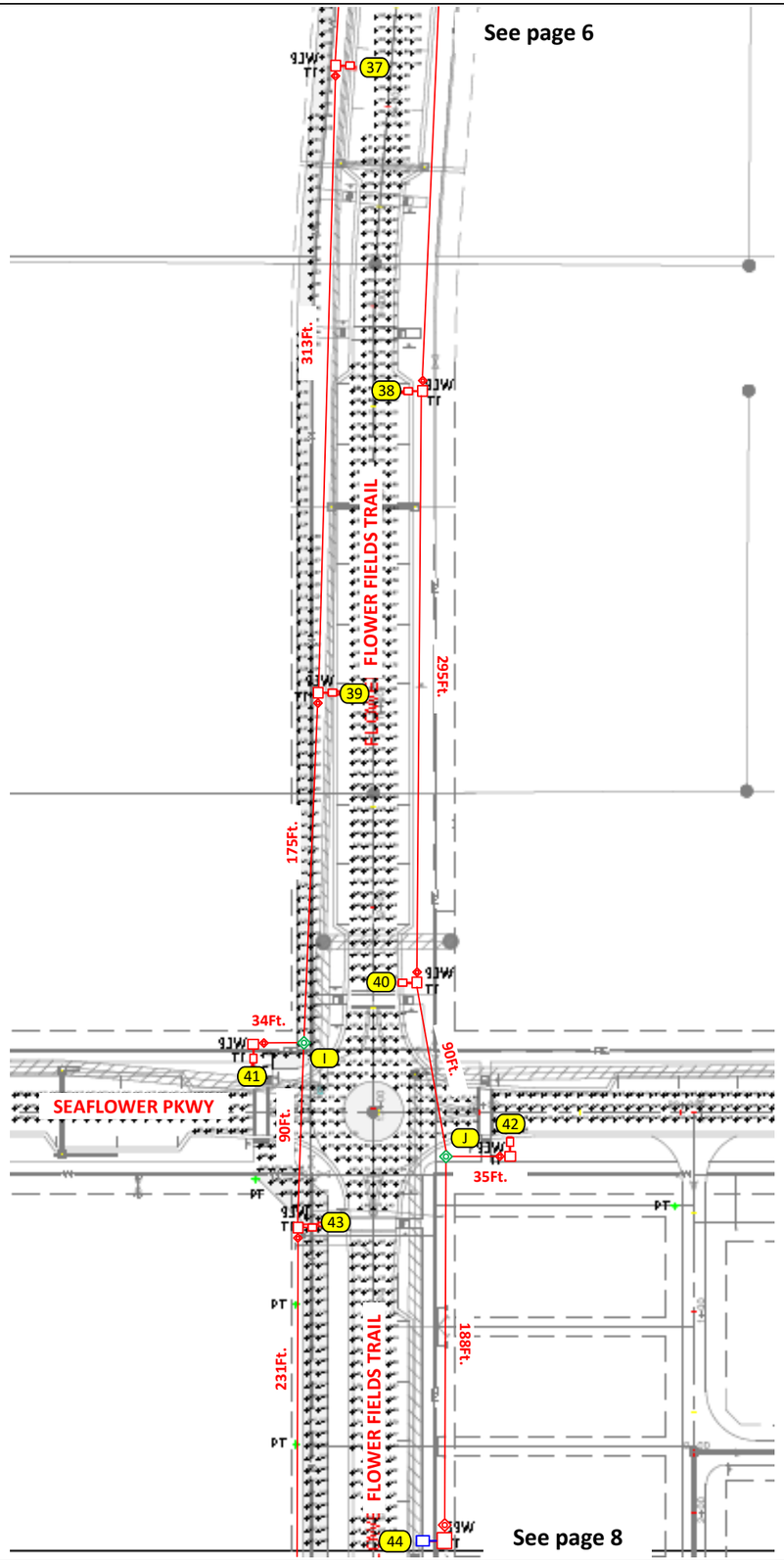
Requested Tel. Co. Set Poles ? YES ☐ NO ☒
Requested Tel. Co. Transfer ? YES ☐ NO ☒
Request CAVT Transfer? YES ☐ NO ☒
Tele. Attachment Per
Telephone Co. Job No.

POLE LINE FEET	0'	DUCT BANK FT.	0'
POLE LINE FT. ON TRANSM. POLES	0'	TRENCH FT.	0'
TLM/LDS MODEL No.	–	Map Posting? YES ☒ NO ☐	Posted by:

FPL

Lake Flores Throughfares - Phase 1
Install 54 new fixtures & 52 new poles
V/O Seaflower Pkwy, Bradenton, FL 34210

Designed by: Thais Garcia		Date: 09/20/24	
Drawn by: TG	Check by:	Dwg No. 6 OF 9	
Rural Location Sec. xx	TWP. xx	S, RGE. xx	E.
SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx	
WR xxxxxxx		M/A xx	



☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ ———

N

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 37-43: Install 1 LED Roadway 93W 4K 12,000L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. 44: Install 1 LED Roadway 59W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. I-J: Install 24" hand-hole.
FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be ".
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

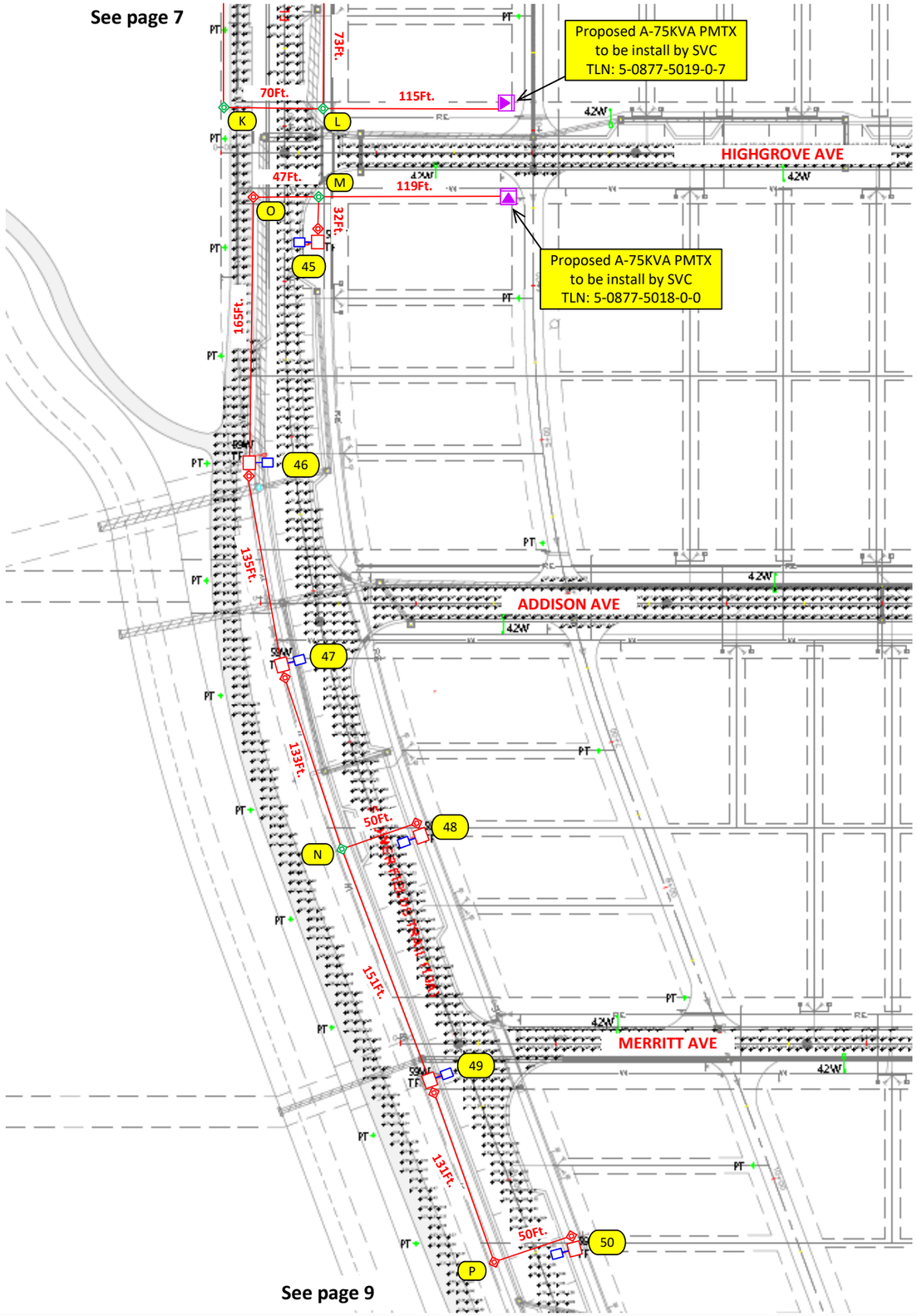
UG Footage: 1,451 ft.

Permit required with Manatee County

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Lake Flores Throughfares - Phase 1	
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 54 new fixtures & 52 new poles	
PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA
	WMD	RR Xing	DR. Dist.	Transm.	
Requested Tel. Co. Set Poles ? YES ☐ NO ☒		Tele. Attachment Per		V/O Seaflower Pkwy, Bradenton, FL 34210	
Requested Tel. Co. Transfer ? YES ☐ NO ☒					
Request CAVT Transfer? YES ☐ NO ☒		Telephone Co. Job No.			
POLE LINE FEET 0'	DUCT BANK FT. 0'			Designed by: Thais Garcia	Date: 09/20/24
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'			Drawn by: TG Check by:	Dwg No. 7 OF 9
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:			Rural Location Sec. xx TWP. xx S, RGE. xx E.	
				SCALE: N.T.S St. Lt MAP No. MAP# Pri Map No. xxxxxx	
				WR xxxxxxx M/A xx	

See page 7



☐ INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐ _____

N

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 45-50: Install 1 LED Roadway 59W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. K-N: Install 24" hand-hole.
Loc. O-P: Install 17" hand-hole.
FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be ".
- FPL contractor doing any restoration required.

FPL LED Rep: Eric Culling

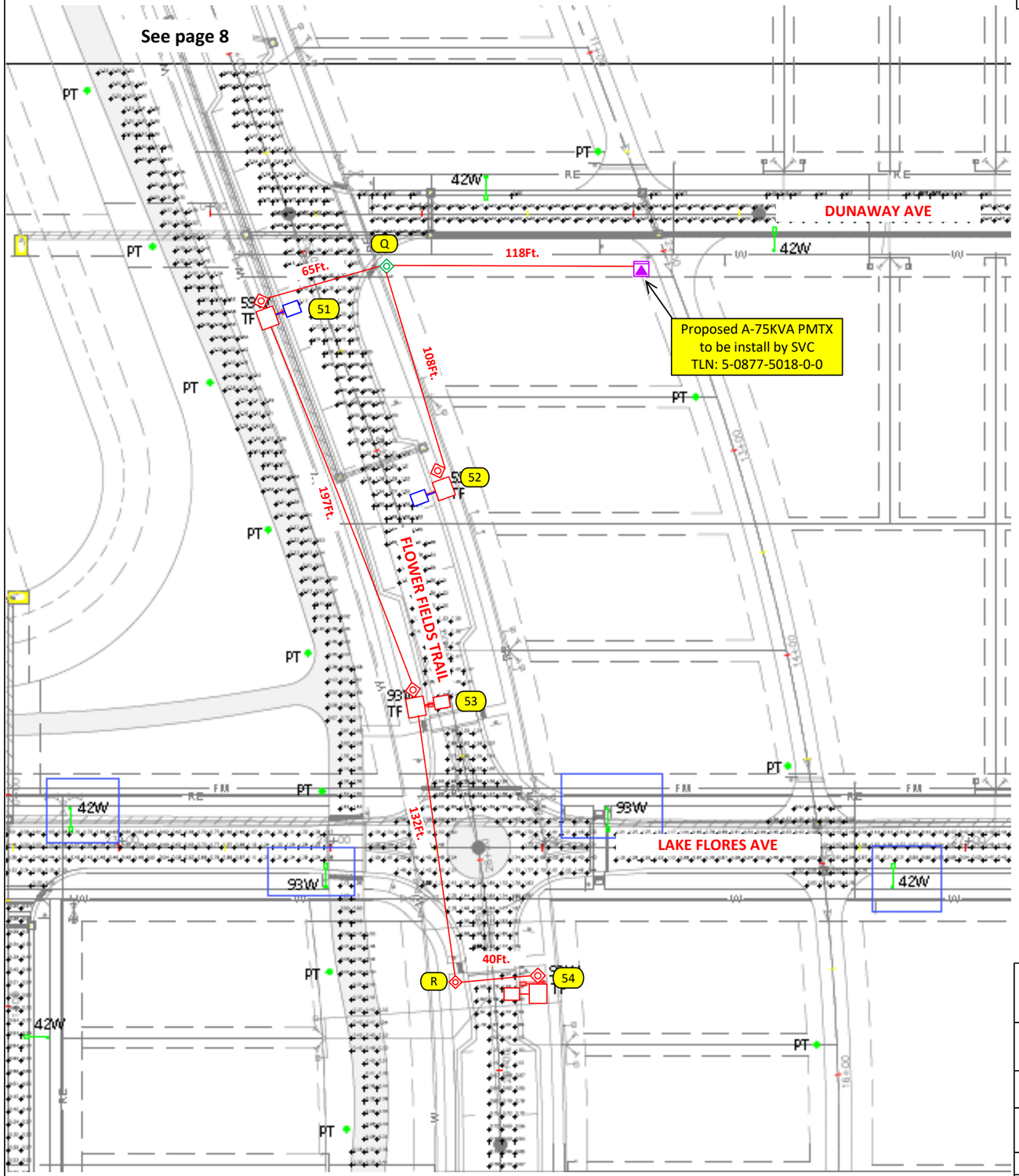
UG Footage: 1,271 ft.

Permit required with Manatee County

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Lake Flores Throughfares - Phase 1		
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 54 new fixtures & 52 new poles		
PERMIT REQ'D	City X	County Rd.	County Air	State Road	FAA	V/O Seaflower Pkwy, Bradenton, FL 34210
	WMD	RR Xing	DR. Dist.	Transm.		

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 09/20/24
Requested Tel. Co. Transfer ? YES ☐ NO ☒		Drawn by: TG Check by:	Dwg No. 8 OF 9
Request CAVT Transfer? YES ☐ NO ☒	Telephone Co. Job No.	Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S	St. Lt MAP No. MAP# Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'	WR xxxxxxx	M/A xx
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:		



INACCESSIBLE ☐ 13 kV ☐ FUTURE 23 kV ☒ 23 kV ☐ SALT SPRAY ☐

N

Construction Notes: (Customer installing conduit and hand-holes)

Loc. 51-52: Install 1 LED Roadway 59W 3K 7,500L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. 53-54: Install 1 LED Roadway 93W 4K 12,000L with 8' bracket on new 30'(22'6" MH) street light arm mount concrete pole.
Loc. Q: Install 24" hand-hole.
Loc. R: Install 17" hand-hole.
FPL contractor installing poles, fixtures, PX UG cable and doing terminations at all locations. Pole in this page to be installed in the ROW in front of the sidewalk.
- All hand-holes to be ".
- FPL contractor doing any restoration required.
FPL LED Rep: Eric Culling

UG Footage: 660 ft.

Permit required with Manatee County

AS-BUILT CREW PRINT	ALL REQUIRED GROUND RODS HAVE BEEN DRIVEN & VERIFIED TO BE WITHIN FPL STANDARDS, VALUES ARE SHOWN AT ALL LOCATIONS.	JOB CERTIFIED COMPLETED AS SHOWN ON THIS AS-BUILT PRINT. MATERIAL CHANGES SHOWN ON ROS	AS-BUILT COPY
FOREMAN'S SIGNATURE / DATE	FOREMAN'S SIGNATURE / DATE	SUPERVISOR'S SIGNATURE / DATE	INITIALS / CERT. DATE

Easement? Yes ☐ No ☒	Survey/Stake? Yes ☐ No ☒	Work with SMO? Yes ☐ No ☒	FPL	Lake Flores Throughfares - Phase 1
Tree Work? Yes ☐ No ☒	Designer/Stake? Yes ☐ No ☒	CT/Special Mtr? Yes ☐ No ☒		Install 54 new fixtures & 52 new poles
PERMIT REQ'D: City X	County Rd.	County Air	State Road	FAA		V/O Seaflower Pkwy, Bradenton, FL 34210
WMD	RR Xing	DR. Dist.	Transm.	

Requested Tel. Co. Set Poles ? YES ☐ NO ☒	Tele. Attachment Per	Designed by: Thais Garcia	Date: 09/20/24
Requested Tel. Co. Transfer ? YES ☐ NO ☒	Telephone Co. Job No.	Drawn by: TG Check by:	Dwg No. 9 OF 9
Request CAVT Transfer? YES ☐ NO ☒		Rural Location Sec. xx TWP. xx S, RGE. xx E.	
POLE LINE FEET 0'	DUCT BANK FT. 0'	SCALE: N.T.S	St. Lt MAP No. MAP#	Pri Map No. xxxxxx
POLE LINE FT. ON TRANSM. POLES 0'	TRENCH FT. 0'	WR xxxxxxx	M/A xx
TLM/LDS MODEL No. –	Map Posting? YES ☒ NO ☐ Posted by:		

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS C

FUNDING AGREEMENT BETWEEN LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT AND CORTEZ75W INVESTORS, LLC
(CENTRAL AND EAST MITIGATION AREA)

THIS AGREEMENT is made and entered into this 5th day of November, 2024, by and between:

> **LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Manatee County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and
>
> **CORTEZ75W INVESTORS, LLC**, a Delaware limited liability company, whose address is 8116 Cortez Road, Bradenton, Florida 34210 (the "Developer" together with the District, the "Parties").

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of long-range provision for, and management, financing, and long-term maintenance, upkeep, and operation of, services and facilities to be provided for development of the lands within the District; and

WHEREAS, the Developer is the owner and/or developer of certain real property within the District which property will benefit from the timely construction and acquisition of the District's facilities, activities, and services, and from the continued operations of the District; and

WHEREAS, the District anticipates accessing the public bond market in a future effort to obtain favorable financing for the continued construction of necessary or desired improvements and facilities described in **Exhibit A**; and

WHEREAS, in order for the District to continue with the construction of the necessary or desired improvements, the Developer desires to provide the additional funds necessary to enable the District to complete the installation and construction of the improvements and facilities described in **Exhibit A**.

NOW, therefore, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by reference are incorporated herein as a material part of this Agreement.

2. FUNDING. The Developer agrees to make available to the District such monies as are necessary to enable the District to undertake the installation and construction of necessary or desired improvements and facilities, as set forth in **Exhibit A**, and in subsequent engineering proposals approved by the Board of Supervisors, including associated professional fees, costs and other expenses. The Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. The District acknowledges that the Developer and any lender designated by Developer providing financing to Developer or any transferee of Developer for any improvements in the District shall have a right to enter upon any property of the District for the purpose of inspection of the progress of construction.

3. ADDITIONS. The Parties agree that the Developer may add to the provisions of **Exhibit A** and subsequent engineering proposals approved by the Board of Supervisors by providing written notice to the District. Upon receiving notice, the District shall have ten (10) days to object to or request an informal meeting regarding the Developer's proposed amendments. Any such amendment is contingent upon the Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date upon which the notice of proposed amendment is received. Upon provision of sufficient funds for the items set forth in **Exhibit A** and any amendments as contemplated herein or sufficient funds for subsequent engineering proposals approved by the Board of Supervisors and any amendments as contemplated herein, the District agrees to complete such items in accordance with the terms of its engineering contracts.

4. RIGHT OF REIMBURSEMENT. The District shall not be obligated to reimburse the Developer for any funds provided to the District under this Agreement unless and except for the following, if applicable:

(a) If requested, the District will use its best efforts to repay the Developer through the issuance of additional bonds, notes or other indebtedness.

(b) The District shall return to Developer any unused amounts of any Developer payments made pursuant to the terms of this Agreement.

If the District does not or cannot issue bonds to provide the funds for the construction described in **Exhibit A** or in subsequent engineering proposals approved by the Board of Supervisors, and thus does not reimburse the Developer for the funds advanced within 10 years from the effective date of this Agreement, then the Parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

5. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

6. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

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

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to Developer: Cortez75W Investors, LLC
8116 Cortez Road West
Bradenton, Florida 34210
Attn: James D. Motta

B. If to District: Lake Flores Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn.: Jonathan T. Johnson

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business

days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

11. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

12. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party; provided, however, the Developer may collaterally assign its rights and obligation under this Agreement to any institutional lender providing financing to Developer for funding of improvements to property within the District. Furthermore, the District acknowledges that Developer may sell one or more tracts within the subject property to third parties for development, and agrees that Developer may partially assign to such purchaser(s) any portion of money owed by the District with respect to such tract(s), and Developer may act as agent for such purchaser(s) to effectuate the intended transfer of funds.

13. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

14. EFFECTIVE DATE. The Agreement shall be effective as of the date first written above and shall remain in effect unless terminated by either of the Parties hereto upon sixty (60) days prior written notice. In the event of any such termination by the Developer, the Developer agrees to pay any remaining amounts due hereunder through the date of the termination, and to pay for any damages of any kind whatsoever incurred by the District as a result of the termination of this Agreement, including but not limited to any damages of any kind relating to any consequent breaches or other terminations of any engineering agreements or other applicable agreements.

15. LIMITATION ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

16. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Attest:

Kristen Suit
Secretary/Assistant Secretary

LAKE FLORES COMMUNITY DEVELOPMENT DISTRICT

Chairman

CORTEZ75W INVESTORS, LLC,
a Delaware limited liability company

Witness

By:
Name: James D. Motta
Title: Authorized Agent

Exhibit A: Project Description

EXHIBIT A

Project Description: The construction of the Central and East Mitigation Nodes and supporting infrastructure to function as designed and permitted.

	Total
Professional Fees	$ 275,000.00
Report and Monitoring	$ 170,000.00
Excavation and Drainage	$ 1,615,000.00
Plant Material and removal of Exotics	$ 1,210,000.00
Temporary Irrigation	$ 150,000.00
Contingency	$ 630,000.00
Total	$ 4,050,000.00

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2024

LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2024

	General Fund	Debt Service Fund Series 2023 A-1	Debt Service Fund Series 2023 A-2	Capital Project Fund Series 2023 A-1	Capital Project Fund Series 2023 A-2	Total Governmental Funds
ASSETS						
Cash	$ 5,901	$ -	$ -	$ -	$ -	$ 5,901
Investments						
Revenue	-	4,499	1,810	-	-	6,309
Reserve	-	931,023	793,971	-	-	1,724,994
Prepayment	-	-	108,545	-	-	108,545
Capitalized interest	-	71,948	-	-	-	71,948
Construction	-	-	-	23,979	9,642,917	9,666,896
Cost of issuance	-	-	29	-	-	29
Due from Landowner	14,415	-	-	-	-	14,415
Total assets	$ 20,316	$1,007,470	$ 904,355	$ 23,979	$ 9,642,917	$11,599,037
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable	$ 15,310	$ -	$ -	$ -	$ -	$ 15,310
Contracts payable	-	-	-	-	1,099,553	1,099,553
Retainage payable	-	-	-	1,106,837	767,230	1,874,067
Landowner advance	6,000	-	-	-	-	6,000
Tax payable	172	-	-	-	-	172
Total liabilities	21,482	-	-	1,106,837	1,866,783	2,995,102
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	14,415	-	-	-	-	14,415
Total deferred inflows of resources	14,415	-	-	-	-	14,415
Fund balances:						
Restricted for:						
Debt service	-	1,007,470	904,355	-	-	1,911,825
Capital projects	-	-	-	(1,082,858)	7,776,134	6,693,276
Unassigned	(15,581)	-	-	-	-	(15,581)
Total fund balances	(15,581)	1,007,470	904,355	(1,082,858)	7,776,134	8,589,520
Total liabilities and fund balances	$ 20,316	$1,007,470	$ 904,355	$ 23,979	$ 9,642,917	$11,599,037

LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2024

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	$ 15,237	$ 55,286	$ 221,731	25%
Landowner: lakes cost share			10,074	0%
Total revenues	15,237	55,286	231,805	24%
EXPENDITURES				
Professional & administrative				
Supervisors	-	861	6,459	13%
Management/accounting/recording	4,458	13,375	48,000	28%
Legal	865	865	25,000	3%
Engineering	-	-	2,000	0%
Audit	-	3,165	5,500	58%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	250	1,000	25%
Debt service fund accounting	-	-	5,500	0%
Trustee*	-	8,493	5,500	154%
Telephone	17	50	200	25%
Postage	11	65	500	13%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,408	5,800	93%
Contingencies/bank charges	89	273	500	55%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	5,565	33,105	109,549	30%
Field operations (phase 1)				
Field management	-	-	1,000	0%
Combined lakes				
Monitoring/reports		-	24,280	0%
Lake maintenance	-	-	7,749	0%
Lake bank mowing	-	-	11,343	0%
Lake bank erosion repair	-	-	2,000	0%
Control structure & outfall	-	-	5,000	0%
West mitigation node area				
Miscellanous	-	-	5,000	0%
Wetland maintenance	6,960	34,800	14,214	245%
Wetland monitoring/report	-		31,320	0%
Conservation area landscaping	-	-	20,350	0%
Unbudget field expenses	1,885	1,885	-	N/A
Total field operations	8,845	36,685	122,256	30%
Total expenditures	14,410	69,790	231,805	30%
Excess/(deficiency) of revenues over/(under) expenditures	827	(14,504)	-	
Fund balances - beginning	(16,408)	(1,077)	-	
Fund balances - ending	$ (15,581)	$ (15,581)	$ -	

*These items will be realized when bonds are issued

LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 A-1
FOR THE PERIOD ENDED DECEMBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ 4,499	$ 4,499	$ 1,839,767	0%
Interest	3,792	18,496	-	N/A
Total revenues	8,291	22,995	1,839,767	1%
EXPENDITURES				
Debt service				
Principal	-	-	250,000	0%
Interest	-	797,344	1,594,688	50%
Total debt service	-	797,344	1,844,688	43%
Excess/(deficiency) of revenues over/(under) expenditures	8,291	(774,349)	(4,921)	
Fund balances - beginning	999,179	1,781,819	1,753,215	
Fund balances - ending	$ 1,007,470	$ 1,007,470	$ 1,748,294	

LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023 A-2
FOR THE PERIOD ENDED DECEMBER 31, 2024

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	$ 109,779	$ 351,349	2,086,133	17%
Interest & miscellaneous	3,033	8,170	-	N/A
Total revenues	112,812	359,519	2,086,133	17%
EXPENDITURES				
Debt service				
Cost of issuance	-	75,000	270,750	28%
Interest	-	241,570	982,523	25%
Total debt service	-	316,570	1,253,273	25%
Excess/(deficiency) of revenues over/(under) expenditures	112,812	42,949	832,860	
OTHER FINANCING SOURCES/(USES)				
Bond proceeds	-	490,594	1,771,045	28%
Original issue premium	-	(211,750)	(764,418)	28%
Total other financing sources	-	278,844	1,006,627	28%
Net change in fund balances	112,812	321,793	1,839,487	
Fund balances - beginning	791,543	582,562	573,751	
Fund balances - ending	$ 904,355	$ 904,355	$ 2,413,238	

LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 A-1
FOR THE PERIOD ENDED DECEMBER 31, 2024

	Current Month	Year To Date
REVENUES		
Interest	$ 91	$ 229
Total revenues	91	229
EXPENDITURES		
Construction costs	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	91	229
Fund balances - beginning	(1,082,949)	(1,083,087)
Fund balances - ending	$ (1,082,858)	$ (1,082,858)

LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023 A-2
FOR THE PERIOD ENDED DECEMBER 31, 2024

	Current Month	Year To Date
REVENUES		
Interest	$ 42,752	$ 115,504
Total revenues	42,752	115,504
EXPENDITURES		
Construction costs	1,220,999	2,960,489
Total expenditures	1,220,999	2,960,489
Excess/(deficiency) of revenues over/(under) expenditures	(1,178,247)	(2,844,985)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	4,509,406
Total other financing sources/(uses)	-	4,509,406
Net change in fund balances	(1,178,247)	1,664,421
Fund balances - beginning	8,954,381	6,111,713
Fund balances - ending	$ 7,776,134	$ 7,776,134

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

MINUTES OF MEETING
LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Lake Flores Community Development District held a Regular Meeting October 7, 2024 at 10:00 a.m., at 8116 Cortez Road W., Bradenton, Florida 34210.

Present were:

Gary Walker	Chair
David Brasher	Vice Chair
Reggie Tisdale (via telephone)	Assistant Secretary
Krystal Parsons	Assistant Secretary

Also present:

Kristen Suit (via telephone)	District Manager
Clif Fischer (via telephone)	Wrathell, Hunt and Associates, LLC
Jonathan Johnson (via telephone)	District Counsel
Jeb Mulock	District Engineer
Ed Hill	Developer Representative

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Ms. Suit called the meeting to order at 10:00 a.m.

Supervisors Walker, Brasher, and Parsons were present. Supervisor Tisdale attended via telephone. Supervisor Preston was absent.

SECOND ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRD ORDER OF BUSINESS **Review of Responses to RFP for Central & East Mitigation Earthwork & Drainage**

A. Respondents

Mr. Mulock stated that the bids from the respondents, E.T. Mackenzie (ETM) and Landmark, are comparable, in terms of quantities. Landmark bid approximately $2.7 million and E.T. Mackenzie bid approximately $1.9 million. ETM was the lowest bidder with a bid about $800,000 less than Landmark's bid. Both respondents are qualified.

B. Evaluation/Ranking

Mr. Mulock's recommendation, based on pricing, is to rank the respondents, as follows, and award the contract to ETM, who was the lowest bidder:

#1 E.T. Mackenzie

#2 Landmark

Discussion ensued regarding preparation and execution of a cost-share agreement, the parties involved in the cost-share agreement and the CDD being responsible for the improvements.

C. Award of Contract

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, accepting the ranking and recommendation of the District Engineer to rank E.T. Mackenzie as the #1 ranked respondent to the RFP for Central & East Mitigation Earthwork & Drainage; awarding the contract to E.T. Mackenzie, subject to a Cost Share Agreement; and authorizing the Chair to execute, was approved.

FOURTH ORDER OF BUSINESS **Review of Responses to RFP for Cortez Road Improvements for Phase 1 of Lake Flores Subdivision**

A. Respondents

Mr. Mulock stated that ETM was the sole respondent to the RFP. As such, the Board can proceed with awarding the contract to ETM.

Mr. Mulock discussed the bid, which was bid with pricing for the worst-case scenario.

B. Evaluation/Ranking

Mr. Mulock recommended awarding the contract to ETM, subject to some terms that allow CDD Staff and ETM to confer with the Department of Transportation about the work hours and subject to a work time hours maximum amount of $3,000,000.

C. Award of Contract

On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, accepting the ranking and recommendation of the District Engineer to rank E.T. Mackenzie, the sole respondent, as the #1 ranked respondent to the RFP for RFP for Cortez Road Improvements for Phase 1 of Lake Flores Subdivision, subject to CDD Staff and ETM conferring with the DOT about the work time hours will be and make any adjustments necessary to the bid amount, with a Work Time Hours Maximum of up to $3,000,000; and authorizing the Chair to execute, was approved.

FIFTH ORDER OF BUSINESS **Update: RFP for Central & East Mitigation Planting**

There were no respondents to this RFP.

SIXTH ORDER OF BUSINESS **Ratification Items**

A. E.T. Mackenzie Company of Florida, Inc.

I. Change Order #1 48" Outfall Lake PAZ [$44,755]

II. Change Order #2 Owner Direct Purchase Deductive CO [$6,551,726.49]

III. Change Order #5 Utility Plan Changes [$50,770.13]

IV. Change Order #6 and Schedule N1 Parcel [$2,938,094.28]

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, E.T. Mackenzie Company of Florida, Inc., Change Orders #1, #2, #5 and #6, as specified, were ratified.

B. Utility Relocation Service, LLC Change Order #1

I. Cortez Road West Scope [$10,000]

II. 75th Street Scope [$6,000]

On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, Utility Relocation Service, LLC Change Order #1 for the Cortez Road West Scope and the 75th Street Scope, was ratified.

C. Florida Power & Light Company

I. Underground Distribution Facilities Installation Agreement & Payment Coupon

II. LED Lighting Agreement [Phase 1B1A]

III. LED Lighting Agreement [Phase 1B1B]

On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, the Florida Power & Light Company Underground Distribution Facilities Installation Agreement & Payment Coupon, LED Lighting Agreement for Phase 1B1A and LED Lighting Agreement for Phase 1B1B, were ratified.

D. ZNS Engineering, LC

I. Invoice #149122 [$5,250.00]

II. Invoice #149195 [$2,475.00]

On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, ZNS Engineering, LC Invoices #149122 and #149195, were ratified.

E. SeaFlower Apartments

I. SWFWMD Operation and Maintenance Acceptance Phase 2A

II. SWFWMD Operation and Maintenance Instructions Phase 2A

III. Certification of Financial Capability for Perpetual Operations and Maintenance Entities

On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, SeaFlower Apartments SWFWMD Operation and Maintenance Acceptance Phase 2A, SWFWMD Operation and Maintenance Instructions Phase 2A and

Certification of Financial Capability for Perpetual Operations and Maintenance Entities, were ratified.

F. Lake Flores Central and East Mitigation Node

I. SWFWMD Operation and Maintenance Instructions

II. Certification of Financial Capability for Perpetual Operations and Maintenance Entities

On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, the Lake Flores Central and East Mitigation Node SWFWMD Operation and Maintenance Instructions and Certification of Financial Capability for Perpetual Operations and Maintenance Entities, were ratified.

G. Core & Main Bid Proposals

I. Additional Lake Flores (Change Order) Owner Purchase

II. Lake Flores (Change Order) Owner Purchase

On MOTION by Mr. Walker and seconded by Mr. Brasher, with all in favor, the Core & Main Bid Proposals for Additional Lake Flores (Change Order) Owner Purchase and Lake Flores (Change Order) Owner Purchase, were ratified.

H. Florida Permitting, Inc. Proposal Number 24043 West Mitigation Node

On MOTION by Mr. Walker and seconded by Mr. Tisdale, with all in favor, Florida Permitting, Inc. Proposal Number 24043 for the West Mitigation Node, was ratified.

SEVENTH ORDER OF BUSINESS **Acceptance of Unaudited Financial Statements as of August 31, 2024**

Ms. Suit presented the Unaudited Financial Statements as of August 31, 2024.

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the Unaudited Financial Statements as of August 31, 2024, were accepted.

EIGHTH ORDER OF BUSINESS **Approval of June 27, 2024 Public Hearing and Regular Meeting Minutes**

Ms. Suit presented the June 27, 2024 Public Hearing and Regular Meeting Minutes.

On MOTION by Mr. Walker and seconded by Ms. Parsons, with all in favor, the June 27, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS **Update: 0 Registered Voters in District as of April 15, 2024**

Ms. Suit stated there were no registered voters residing within the District as of April 15, 2024.

- **Staff Reports**

This item was an addition to the agenda.

Mr. Johnson reminded the Board Members to complete the required four hours of ethics training by December 31, 2024.

The District Engineer had nothing further to report.

TENTH ORDER OF BUSINESS **NEXT MEETING DATE: TBD**

- **QUORUM CHECK**

Ms. Suit stated the next meeting is to be determined.

ELEVENTH ORDER OF BUSINESS **Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWELFTH ORDER OF BUSINESS **Public Comments**

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Ms. Parsons and seconded by Mr. Walker, with all in favor, the meeting adjourned at 10:34 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

222
223
224
225
226 _____ _____
227 Secretary/Assistant Secretary Chair/Vice Chair

LAKE FLORES

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

MINUTES OF MEETING
LAKE FLORES
COMMUNITY DEVELOPMENT DISTRICT

A Landowners' Meeting of the Lake Flores Community Development District was held on November 5, 2024 at 11:00 a.m., at the Home2 Suites by Hilton – Lakewood Ranch, 6015 Exchange Way, Bradenton, Florida 34202.

Present were:

Jere Earlywine	District Counsel/Proxy Holder

AUDIO WAS NOT AVAILABLE

MINUTES TRANSCRIBED FROM MEETING DOCUMENTS

FIRST ORDER OF BUSINESS **Call to Order/Roll Call**

Mr. Earlywine called the meeting to order.

SECOND ORDER OF BUSINESS **Proof of Publication**

The affidavit of publication was included for informational purposes.

THIRD ORDER OF BUSINESS **Election of Chair to Conduct Landowners' Meeting**

Mr. Earlywine served as Chair to conduct the Landowners' Meeting.

FOURTH ORDER OF BUSINESS **Election of Supervisors [SEATS 3, 4, 5]**

A. Nominations

Mr. Earlywine nominated the following:

Seat 3	Reginald Tisdale
Seat 4	Krystal Parsons

Seat 5 Walter Preston

No other nominations were made.

B. Casting of Ballots

As the designated Proxy Holder for the Landowner LF Manatee LLC, owner of 773.636 acres, equating to 774 voting units, Mr. Earlywine is eligible to cast up to 774 votes per Seat.

No other Landowners, Landowner representatives or Proxy Holders were present.

I. Determine Number of Voting Units Represented

A total of 774 voting units were represented.

II. Determine Number of Voting Units Assigned by Proxy

All 774 voting units were assigned by proxy to Mr. Earlywine.

Mr. Earlywine cast the following votes:

Seat 3	Reginald Tisdale	397 votes
Seat 4	Krystal Parsons	397 votes
Seat 5	Walter Preston	396 votes

C. Ballot Tabulation and Results

Mr. Earlywine reported the following ballot tabulation, result and terms length:

Seat 3	Reginald Tisdale	397 votes	4-year term
Seat 4	Krystal Parsons	397 votes	4-year term
Seat 5	Walter Preston	396 votes	2-year term

FIFTH ORDER OF BUSINESS Landowners' Questions/Comments

There were no Landowners' questions or comments.

SIXTH ORDER OF BUSINESS Adjournment

The meeting adjourned.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

68
69
70 _____ _____
71 Secretary/Assistant Secretary Chair/Vice Chair