CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS REGULAR MEETING OCTOBER 3, 2017

CYPRESS PRESERVE COMMUNITY DEVELOPMENT DISTRICT AGENDA

Tuesday, October 3, 2017 2:30 P.M.

The Land O' Lakes Branch Library Located at 2818 Collier Parkway Land O' lakes, FL 34639

District Board of Supervisors Brian Howell

Eric Davidson Debby Hukill Vacant Vacant

District Manager Meritus Brian Lamb

District Attorney Straley & Robin Vericker Vivek K. Babbar

District Engineer Florida Design Consultants Paul Skidmore

All cellular phones and pagers must be turned off while in the meeting room

The District Agenda is comprised of four different sections:

The meeting will begin at 2:30 p.m. with the seventh section called Business Matters. The business matters section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Administrator prior to the presentation of that agenda item. Agendas can be reviewed by contacting the Manager's office at (813) 397-5120 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The ninth section is called Administrative Matters. The Administrative Matters section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The tenth section is called Staff Reports. This section allows the District Administrator, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The final sections are called Board Members Comments and Public Comments. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT ADMINSTRATOR OUTSIDE THE CONTEXT OF THIS MEETING.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically, no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 397-5120, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

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

October 3, 2017 Board of Supervisors

Cypress Preserve Community Development District

Dear Board Members:

The Regular Meeting of Cypress Preserve Community Development District will be held on **October 3, 2017 at 2:30 p.m.** at the Land O' Lakes Branch Library located at 2818 Collier Parkway Land O' Lakes, FL 34639. The following is the Agenda for the Meeting:

Call-In Number: 1-866-906-9330 Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT ON AGENDA ITEMS
- 3. BUSINESS ITEMS
 - A. Consideration of Assignment of RIPA Site Work Agreement and General ConditionsTab 01
 - B. Consideration of Assignment of Contractor Mitigation Agreement Ecological Consultants...... Tab 02
 - C. Consideration of Assignment of Contractor Geotechnical Agreement Universal Engineering... Tab 03
 - D. Consideration of Assignment of Contractor Amenity Site Agreement Sunrise Homes, Inc. Tab 04
 - E. Discussion to Initiate Bidding for: Main Entry Signage, Amenity Center Signage, Common Area Landscape Installation, Common Area Irrigation Installation
 - F. General Matters of the District
- 4. CONSENT AGENDA
 - A. Consideration of Minutes of the Regular Board Meeting & Public Hearing August 1, 2017 Tab 05
- 5. STAFF REPORTS
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 6. SUPERVISORS REQUEST AND COMMENTS
- 7. PUBLIC COMMENTS
- 8. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 397-5120.

Sincerely,

Rule. La



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 3 day of April in the year 2017 (In words, indicate day, month and year)

BETWEEN the Owner:

(Name, legal status, address and other information)

Cypress Preserve 841, LLC

3658 Erindale Drive Valrico, FL 33594

Telephone Number: 813-681-8419

and the Contractor:

(Name, legal status, address and other information)

Ripa & Associates, LLC

1409 Tech Boulevard, Suite 1 Tampa, Florida 33619

Telephone Number: 813-623-6777

Fax Number: 813-663-6724

for the following Project:

(Name, location and detailed description)

Cypress Preserve

Located on the west side of US 41 at Lester Dairy Road in Pasco County, Florida

The Engineer:

(Name, legal status, address and other information)

Paul Skidmore, P.E.

Florida Design Consultants

3030 Starkey Blvd.

New Port Richey, FL 34655

Telephone Number: Telephone No.: 727-724-8422

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AlA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

User Notes:

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS
- 11 ASSIGNMENT

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Start date will be fixed in a Notice to Proceed

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

- § 3.2 The Contract Time shall be measured from the date of commencement.
- § 3.3 The Contractor shall achieve Final Completion of the entire Work not later than the date of commencement, or as follows:

(1397449841)

User Notes:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

To be determined

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Sixteen Million Six Hundred Three Thousand One Hundred Fifty-two Dollars and Sixty-eight Cents (\$ 16,603,152.68), subject to additions and deductions as provided in the Contract Documents. The contract sum shall be considered a lump sum, provided there are no changes to the contract drawings/documents. The attached Schedule of Values (Exhibit "B") is provided in the event that changes are made to the drawings/contract document and in that event unit prices provided in Exhibit "B" shall be used for determining change order work, either increasing or decreasing the contract sum accordingly.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price, state quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price Per Unit (\$ 0.00)

as set forth in Exhibit "B"

§ 4.4 Allowances included in the Contract Sum, if any: (Identify allowance and state exclusions, if any, from the allowance price.)

Item Price not applicable

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 5.1.3 Provided that an Application for Payment is received by the Engineer not later than the tenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the tenth day of the following

lnit.

month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty (20) days after the Engineer receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201TM—2007, General Conditions of the Contract for Construction;
 - .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
 - Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.
- § 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

- At fifty percent completion, Contractor may request a reduction of retainage to five (5%) percent. The Owner shall review the request, and use its reasonable discretion in approving the request. The Owner's approval of the request shall not be unreasonable withheld.
- § 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[]	Arbitration pursuant to Section 15.4 of AIA Document A201-2007
[X]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)0.5% monthly

§ 8.3 The Owner's representative:

(Name, address and other information)

1

User Notes:

§ 8.4 The Contractor's representative: (Name, address and other information)
Chris LaFace, President
Ripa & Associates, LLC
1409 Tech Boulevard, Suite 1
Tampa, FL 33619

Telephone Number: 813-623-6777 Fax Number: 813-663-6724

Email Address: claface@ripatampa.com

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

- §8.6.1 The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Engineer and exercise, in good faith, the Contractors best skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to supply at all times an adequate supply of workers and materials; and to perform the Work in a good and workmanlike manner, in accordance with the Contract Documents (as may be amended from time to time), expeditiously and economically consistent with the Owners interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents. Notwithstanding the foregoing, Contractor is an independent contractor, and not an employee, agent, or fiduciary of Owner.
- §8.6.2 As a condition precedent to progress payments after the first draw, each Application for Payment shall be accompanied by a partial waiver of lien and claims, duly executed and notarized by Contractor, and from subcontractors and suppliers who file a Notice to Owner, for the portion of Work paid by Owner through the prior month's Application for Payment. Contractor shall use the attached Waiver and Release of Lien Upon Progress Payment form, referenced as Exhibit E, in lieu of the statutory waiver forms provided under Florida law. Contractor shall order its subcontractors and suppliers to likewise use the attached form with every Application for Payment issued.
- §8.6.3 As a condition precedent to final payment, Contractor shall deliver to Owner a duly executed and notarized final waiver of lien and claims for the Project. In addition, and also as a condition precedent to final payment, Contractor shall deliver to Owner a Final Contractor's Affidavit meeting the requirements of Florida Statute §713.06. Specifically, Contractor shall use the attached Waiver and Release of Lien and Claims Upon Final Payment form, referenced as Exhibit F, and shall require same from all subcontractors and material suppliers.
- §8.6.4 For the purposes of this contract, the term "Architect" is interchangeable with the word "Engineer."
- §8.6.5 Guarantee: (a)The Contractor agrees to remedy promptly, at its expense and to the satisfaction of the Owner and all governmental bodies and agencies, all defects in its work (including replacement of defective materials where such materials have been furnished by Contractor or its suppliers) which appears within 24 months following final approval and acceptance of the work by Owners and by such governmental bodies and agencies. If required by applicable law, the guarantees and warranties of the Contractor shall further be for the applicable time frame established by statute, rule or regulation.
- (b) In addition to the foregoing, and not by way of limitation thereof, the Contractor agrees to repair or replace, to the satisfaction of the Owner and all governmental bodies and agencies having jurisdiction, any of his work and materials, any work and/or materials of others, which is damaged as a result of improper or defective work by Contractor, or those working under Contractor.
- §8.6.5 The following items are excluded from the contract price:
 - Construction staking and record survey. Record drawings, which are the responsibility of the engineer of record, are not included;

(1397449841)

User Notes:

- Geotechnical and materials testing are not included;
- Payment and Performance Bond costs are not included;
- Permit and inspections fees are not included;
- Agreement assumes discing shall be acceptable by the geotechnical engineer;
- Onsite cut material, including material from pipe trenches, is suitable for structural, pavement areas and trench backfill Removal and replacement of unsuitable material is not included. Removal and disposal of buried trash is not included:
- Concrete pavement and flatwork is not included unless specifically identified on the plans;
- Telephone, power, cable, irrigation conduit and sleeves are not included unless specifically identified on
- Any adjustments/removal or relocation of existing utilities which may conflict with proposed work is not included;
- Items not included are: fence removal, import fill, well abandonment, landscaping / irrigation; root pruning or tree trimming, demolition, fence or perimeter walls;
- Power and utility pole removal is not included;
- Excess excavation and/or stockpile is not included;
- Slope correction and/or overbuild off US Highway 41 Is not included;
- Clearing and enhancements of the trail area is not included; and
- Amenity Center site work, parking lot and sidewalks are not included.

ARTICLE 9 **ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document Title	Date	Pages
----------------	------	-------

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

7

Specifications are contained on the plans.

Section Title Date

Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.) Plans dated March 12, 2017.

Number Title Date

§ 9.1.6 The Addenda, if any:

Number Date Pages not applicable

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA E 201 Digital Protocol not applicable.
- .2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit A –Not applicable
Exhibit B -Schedule of Values
Exhibit C – Certificate of Insurance

ARTICLE 10 INSURANCE AND BONDS

(Paragraphs deleted)

All insurance policies provided by Contractor shall be issued by insurance companies authorized to do business in the state of Florida and which are reasonably acceptable to Owner. The Owner as well as other reasonable requested parties related to the Project by the Owner shall be included as an additional insureds on the Contractors comprehensive general liability insurance policies. The owner shall be entitled to not less than thirty (30) calendar day's prior written notice of any material changes, expiration or cancellation of such policies. Contractor has provided Owner with a Certificate of Insurance evidencing such coverages and said document is attached hereto as Exhibit C.

Type of insurance or bond

Limit of liability or bond amount (\$ 0.00)

ARTICLE 11 ASSIGNMENT

The Developer intends to establish a community development district pursuant to Chapter 190, Florida Statutes (a "CDD") to encompass the entire development. The Developer and Contractor understand, acknowledge, and agree that the Developer intends to assign the public infrastructure components of this Agreement to the CDD, and upon the CDD's assumption of the Developer's rights and obligations related to the public infrastructure components the

Init.

User Notes:

Developer shall be released from the rights and obligations pertaining to the public infrastructure components.

This Agreement shall inure to the benefit of and bind the parties and their successors, permitted assigns, heirs, personal representatives and administrators. Notwithstanding anything herein to the contrary, Contractor may not assign this Agreement or any part here, without the prior express written consent of Owner. Contractor shall submit all sub-subcontractors to Owner for prior approval.

Contractor understands and agrees that this contract may be assigned to a legitimate, duly formed and recognized local government such as a community development district (the "CDD") or to a duly formed and existing homeowner's association (the "HOA"). In the event that the contract is assigned to a CDD or HOA, Contractor agrees that is will effectuate such documentation as necessary to assign this Agreement fully to such entity. At the time of the assignment of this Agreement, and only at the time of the assignment of this Agreement, the following section shall apply only in regards to an assignment to as CDD:

A. TAX EXEMPT DIRECT PURCHASES

- i. The parties agree that the CDD may, in its sole discretion, elect to undertake a direct purchase of any and all materials incorporated into the work performed according to the Agreement. In such event, the following conditions shall apply:
- 1. The CDD represents to the Contractor that the CDD is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- 2. The CDD may elect to implement a direct purchase arrangement whereby the CDD will directly acquire certain materials ("Direct Purchase Materials") necessary for the work directly from the suppliers to take advantage of District's tax exempt status.
- 3. Prior to purchasing any materials, the Contractor shall contact the CDD to determine which materials will be treated as Direct Purchase Materials.
- 4. The CDD shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. 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 identified public works; (2) the vendor's invoice will be issued directly to the CDD; (3) payment of the vendor's invoice will be made directly by the CDD to the vendor from public funds; (4) the CDD will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the CDD assumes the risk of damage or loss at the time of purchase or delivery by the vendor. 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.
- 5. The CDD shall issue purchase orders directly to suppliers of Direct Purchase Materials. The CDD shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the CDD and if the original contract contemplated sale of materials and installation by the same person, the change order shall reflect sale of materials and installation by different legal entities.
- 6. Upon delivery of the Direct Purchase Materials to the jobsite, the CDD shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials confirm, the CDD shall accept and take title to the Direct Purchase Materials.
- 7. Suppliers shall issue invoices directly to the CDD. The CDD shall process invoices and issue payment directly to the suppliers from public funds.
- 8. Upon acceptance of the Direct Purchase Materials, the CDD shall assume the risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all materials and products.
 - 9. The CDD shall, at its option, maintain builder's risk insurance on the Direct Purchase

Materials.

User Notes:

This Agreement entered into as of the day and year first written above.

(Signature)
Ali Hasbini Manager
(Printed name and file)

Contractor (Signature)
Chris LaFace, President
(Printed name and title)

- 10

AIA Document A181^{TB} — 2097. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved, WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 10:40:19 on 08/12/2017 under Order No.8143970846_1 which expires on 06/22/2017, and is not for resale.

11397440841



1409 Tech Boulevard Suite 1 Tampa, Florida 33619 Office: (813) 623-6777

Estimating Fax: (813) 663-6721 www.ripatampa.com

EXHIBIT "A" - Drawing List

Project: Cypress Preserve

Engineer: Florida Design Consultants, Inc.

PAGE#	SHEET DATE	DESCRIPTION	DATE REC'D	REV. #	REV. DATE
1 of 79	3/28/2017	COVER SHEET	3/29/2017	4	2/13/2017
2 of 79	3/28/2017	PRELIMINARY PLAN (1)	3/29/2017	2	1/4/2017
3 of 79	3/28/2017	PRELIMINARY PLAN (2)	3/29/2017	1	10/25/2016
3A of 79	3/28/2017	AERIAL MAP	3/29/2017	N/A	N/A
4 of 79	3/28/2017	GENERAL NOTES	3/29/2017	1	11/14/2016
5 of 79	3/28/2017	TYPICAL ROADWAY SECTIONS	3/29/2017	1	10/25/2016
6 of 79	3/28/2017	HORIZONTAL CONTROL PLAN (1)	3/29/2017	1	10/25/2016
7 of 79	3/28/2017	HORIZONTAL CONTROL PLAN (2)	3/29/2017	1	10/25/2016
7A of 79	3/28/2017	OVERALL DRAINAGE PLAN	3/29/2017	N/A	N/A
8 of 79	3/28/2017	STORMWATER POLLUTION PREVENTION PLAN (1)	3/29/2017	7	10/25/2016
9 of 79	3/28/2017	STORMWATER POLLUTION PREVENTION PLAN (2)	3/29/2017	1	10/25/2016
10 of 79	3/28/2017	STORMWATER POLLUTION PREVENTION PLAN (3)	3/29/2017	N/A	N/A
11 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (1)	3/29/2017	1	10/25/2016
12 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (2)	3/29/2017	1	10/25/2016
13 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (3)	3/29/2017	1	10/25/2016
14 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (4)	3/29/2017	1	10/25/2016
15 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (5)	3/29/2017	1	10/25/2016
16 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (6)	3/29/2017	1	10/25/2016
17 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (7)	3/29/2017	1	11/16/2016
18 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE PLANS (8)	3/29/2017	2	1/31/2017
19 of 79	3/28/2017	OVERALL UTILITY PLAN (1)	3/29/2017	1	11/16/2016
20 of 79	3/28/2017	OVERALL UTILITY PLAN (2)	3/29/2017	N/A	N/A
21 of 79	3/28/2017	UTILITY PLANS (1)	3/29/2017	3	3/12/2017
22 of 79	3/28/2017	UTILITY PLANS (2)	3/29/2017	2	1/12/2017

PAGE#	SHEET DATE	DESCRIPTION	DATE REC'D	REV.#	REV. DATE
23 of 79	3/28/2017	UTILITY PLANS (3)	3/29/2017	2	1/12/2017
24 of 79	3/28/2017	UTILITY PLANS (4)	3/29/2017	2	1/12/2017
25 of 79	3/28/2017	UTILITY PLANS (5)	3/29/2017	1	11/16/2016
26 of 79	3/28/2017	UTILITY PLANS (6)	3/29/2017	1	11/16/2016
27 of 79	3/28/2017	SANITARY SEWER PUMP STATION PLAN (1)	3/29/2017	1	11/16/2016
28 of 79	3/28/2017	SANITARY SEWER PUMP STATION PLAN (2)	3/29/2017	N/A	N/A
29 of 79	3/28/2017	ROADWAY PROFILES (1)	3/29/2017	1	11/14/2016
30 of 79	3/28/2017	ROADWAY PROFILES (2)	3/29/2017	N/A	N/A
31 of 79	3/28/2017	ROADWAY PROFILES (3)	3/29/2017	N/A	N/A
32 of 79	3/28/2017	ROADWAY PROFILES (4)	3/29/2017	N/A	N/A
33 of 79	3/28/2017	ROADWAY PROFILES (5)	3/29/2017	N/A	N/A
34 of 79	3/28/2017	SIGNAGE AND PAVEMENT MARKING PLANS (1)	3/29/2017	N/A	N/A
35 of 79	3/28/2017	SIGNAGE AND PAVEMENT MARKING PLANS (2)	3/29/2017	2	11/16/2016
36 of 79	3/28/2017	SIGNAGE AND PAVEMENT MARKING PLANS (3)	3/29/2017	1	11/16/2016
37 of 79	3/28/2017	SIGNAGE AND PAVEMENT MARKING PLANS (4)	3/29/2017	1	11/16/2016
38 of 79	3/28/2017	SIGNAGE AND PAVEMENT MARKING PLANS (5)	3/29/2017	1	11/16/2016
39 of 79	3/28/2017	SIGNAGE AND PAVEMENT MARKING PLANS (6)	3/29/2017	2	11/16/2016
40 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE DETAILS	3/29/2017	N/A	N/A
41 of 79	3/28/2017	PAVING, GRADING AND DRAINAGE DETAILS	3/29/2017	1	11/14/2016
42 of 79	3/28/2017	UTILITY DETAILS	3/29/2017	N/A	N/A
43 of 79	3/28/2017	UTILITY DETAILS	3/29/2017	N/A	N/A
44 of 79	3/28/2017	UTILITY DETAILS	3/29/2017	N/A	N/A
44A of 79	3/28/2017	UTILITY DETAILS	3/29/2017	N/A	N/A
45 of 79	3/28/2017	US-41 TYPICAL SECTIONS	3/29/2017	3	2/13/2017
46 of 79	3/28/2017	US-41 PAVING, GRADING, AND DRAINAGE PLANS (1)	3/29/2017	2	1/31/2017
47 of 79	3/28/2017	US-41 PAVING, GRADING, AND DRAINAGE PLANS (2)	3/29/2017	6	3/27/2017
48 of 79	3/28/2017	US-41 PAVING, GRADING, AND DRAINAGE PLANS (3)	3/29/2017	2	1/31/2017
49 of 79	3/28/2017	US-41 CROSS SECTIONS (1)	3/29/2017	1	11/14/2016
50 of 79	3/28/2017	US-41 CROSS SECTIONS (2)	3/29/2017	1	11/14/2016
51 of 79	3/28/2017	US-41 CROSS SECTIONS (3)	3/29/2017	2	12/21/2016
52 of 79	3/28/2017	US-41 CROSS SECTIONS (4)	3/29/2017	2	12/22/2016
53 of 79	3/28/2017	US-41 CROSS SECTIONS (5)	3/29/2017	1	11/14/2016
54 of 79	3/28/2017	US-41 SIGNAGE AND PAVEMENT MARKING PLANS (1)	3/29/2017	2	1/13/2017
55 of 79	3/28/2017	US-41 SIGNAGE AND PAVEMENT MARKING PLANS (2)	3/29/2017	2	1/13/2017
56 of 79	3/28/2017	US-41 SIGNAGE AND PAVEMENT MARKING PLANS (3)	3/29/2017	2	1/31/2017

PAGE#	SHEET DATE	DESCRIPTION	DATE REC'D	REV.#	REV. DATE
57 of 79	3/28/2017	US-41 MAINTENANCE OF TRAFFIC FDOT INDEX DETAILS	3/29/2017	1	11/7/2016
58 of 79	3/28/2017	TREE PRESERVATION PLAN (1)	3/29/2017	N/A	N/A
59 of 79	3/28/2017	TREE PRESERVATION PLAN (2)	3/29/2017	N/A	N/A
60 of 79	3/28/2017	LANDSCAPING PLAN (1)	3/29/2017	1	11/16/2016
61 of 79	3/28/2017	LANDSCAPING PLAN (2)	3/29/2017	1	11/16/2016
62 of 79	3/28/2017	LANDSCAPING PLAN (3)	3/29/2017	1	11/16/2016
63 of 79	3/28/2017	LANDSCAPING PLAN (4)	3/29/2017	1	11/16/2016
64 of 79	3/28/2017	LANDSCAPING PLAN (5)	3/29/2017	N/A	N/A
65 of 79	3/28/2017	LANDSCAPING PLAN (6)	3/29/2017	N/A	N/A
66 of 79	3/28/2017	LANDSCAPING PLAN (7)	3/29/2017	N/A	N/A
67 of 79	3/28/2017	LANDSCAPING PLAN (8)	3/29/2017	N/A	N/A
68 of 79	3/28/2017	LANDSCAPING DETAILS (1)	3/29/2017	1	11/16/2016
69 of 79	3/28/2017	LANDSCAPING DETAILS (2)	3/29/2017	1	11/16/2016
70 of 79	3/28/2017	OVERALL WETLAND IMPACT AND MITIGATION AREA PLAN	3/29/2017	2	1/4/2017
70A of 79	3/28/2017	MITIGATION SECTIONS	3/29/2017	N/A	N/A
70B of 79	3/28/2017	WETLAND BUFFER ENHANCEMENT PLAN	3/29/2017	1	3/7/2017
71 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (1)	3/29/2017	1	1/30/2017
72 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (2)	3/29/2017	1	11/17/2016
73 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (3)	3/29/2017	1	11/17/2016
74 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (4)	3/29/2017	1	11/17/2016
75 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (5)	3/29/2017	1	11/17/2016
76 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (6)	3/29/2017	N/A	N/A
77 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (7)	3/29/2017	3	1/30/2017
78 of 79	3/28/2017	MITIGATION PLAN AND DETAILS (8)	3/29/2017	3	1/30/2017
79 of 79	3/28/2017	MITIGATION NOTES AND DETAILS	3/29/2017	N/A	N/A



To:	Cypress Preserve 841, LLC		Contact:	Frank Pina	
Address:	3685 Erindale Drive			Frank Ripa	
Varia casi			Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
GENERAL CONDITI	ONS PH 1A				
Mobilization		1.00	LS	\$39,000.00	\$39,000.00
NPDES Compliance		1.00	LS	\$20,500.00	\$20,500.00
Maintenance Of Traffic	-	1.00	LS	\$3,600.00	\$3,600.00
Construction Entrance	!		EACH	\$6,500.00	\$6,500.00
Silt Fence (1A & 1B)		50,650.00		\$1.20	\$60,780.00
Floating Turbidity Barr		1,000.00		\$9.70	\$9,700.00
	Total	Price for above GENERAL C	ONDITIONS P	H 1A Items:	\$140,080.00
EARTHWORK PH 14	A / 1B				
Clearing/Disc		90.00	ACRE	\$780.00	\$70,200.00
Fence Removal (BY	OWNER)	0.00	LF	\$1.50	\$0.00
Strip / Demuck		39,200.00	CY	\$4.35	\$170,520.00
Cut/Fill & Compact Site		288,740.00	CY	\$2.95	\$851,783.00
Cut/Fill, Wetland Creat	tion/Mitigation	18,800.00	CY	\$4.70	\$88,360.00
Sod (2' Back of Curb)		2,741.00	SY	\$2.40	\$6,578.40
Sod (Pond Banks/swal	es/common areas)	53,380.00	SY	\$2.40	\$128,112.00
Seed & Mulch (Lots)		139,750.00		\$0.30	\$41,925.00
Seed & Mulch (Right o		27,900.00		\$0.30	\$8,370.00
Seed & Mulch (Non Lo	t Disturbed Areas)	18,400.00		\$0.30	\$5,520.00
Final Grading		1.00		\$37,000.00	\$37,000.00
Dewatering For Earthy		1.00		\$195,000.00	\$195,000.00
		Total Price for above EARTH	WORK PH 1A	/ 1B Items: _	\$1,603,368.40
PAVING PH 1A					
1 1/2" Asphaltic Concr		11,750.00		\$8.50	\$99,875.00
6" Crushed Concrete E		11,750.00		\$10.70	\$125,725.00
12" Type "B" Stabilized		11,750.00	SY	\$6.35	\$74,612.50
.75" Asphaltic Concret		5,240.00		\$5.60	\$29,344.00
2.25" Asphaltic Concre		5,240.00	SY	\$12.40	\$64,976.00
10" Crushed Concrete	-	5,240.00		\$16.15	\$84,626.00
12" Type "B" Stabilized	- ·	5,240.00		\$6.35	\$33,274.00
Miami Curb & Gutter V		8,800.00		\$11.25	\$99,000.00
Type "F" Curb & Gutte	•	3,445.00		\$12.65	\$43,579.25
Type "D" Curb - Trend		95.00		\$16.90	\$1,605.50
5' X 4" Concrete Sidew	<i>i</i> aik	10,055.00		\$4.30	\$43,236.50
ADA Handicap Ramp			EACH	\$855.00	\$7,695.00
12' X 4" Concrete Side		14,775.00		\$4.30	\$63,532.50
ADA Handicap Ramp -	12. Itali		EACH	\$1,400.00	\$7,000.00
Signing & Stripping		1.00		\$10,500.00	\$10,500.00
T-Type Turnaround			EACH	\$2,950.00	\$11,800.00
Dead End Barricades		4.00	EACH	\$905.00	\$3,620.00



To:	Cypress Preserve 841, LLC	Contact: Frank Ripa
Address:	3685 Erindale Drive	Phone:
	Valrico, FL 33594	Fax:
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)	Bid Number: 16-271
Project Location:	US 41 & SR 52, Land O'Lakes, FL	Bid Date: 4/3/2017
	Total Table 4	

	Total Price for above PAVING PH 1A Items:			\$804,001.25
STORM SEWER PH 1A				
18" Class III RCP Storm	432.00	LF	\$30.50	\$13,176.00
24" Class III RCP Storm	1,080.00		\$40.90	\$44,172.00
30 [™] Class III RCP Storm	744.00		\$53.55	\$39,841.20
36" Class III RCP Storm	488.00		\$73.80	\$36,014.40
48" Class III RCP Storm	880.00		\$110.00	\$96,800.00
60" Class III RCP Storm	120.00		\$165.00	\$19,800.00
18" HDPE Storm	700.00	LF	\$24.70	\$17,290.00
24" HDPE Storm	460.00		\$34.05	\$15,663.00
30" HDPE Storm	40.00	LF	\$45.10	\$1,804.00
36" HDPE Storm	350.00	LF	\$51.25	\$17,937.50
48" HDPE Storm	170.00	LF	\$77.05	\$13,098.50
Pasco County Type 2 Curb Inlet	29.00	EACH	\$3,700.00	\$107,300.00
Pasco County Type 2 Curb Inlet (Temp Top)	1.00	EACH	\$3,000.00	\$3,000.00
Storm Manhole	5.00	EACH	\$2,700.00	\$13,500.00
Type D Grate Inlet	2.00	EACH	\$2,300.00	\$4,600.00
Type E Grate Inlet	5.00	EACH	\$2,550.00	\$12,750.00
Type F Grate Inlet	1.00	EACH	\$3,250.00	\$3,250.00
Type G Grate Inlet	3.00	EACH	\$5,250.00	\$15,750.00
Control Structure Type "D"	2.00	EACH	\$3,450.00	\$6,900.00
Control Structure Type "E"	4.00	EACH	\$3,950.00	\$15,800.00
24" RCP MES	8.00	EACH	\$1,450.00	\$11,600.00
60" RCP MES	1.00	EACH	\$6,950.00	\$6,950.00
18" MES		EACH	\$1,200.00	\$4,800.00
24" MES	3.00	EACH	\$960.00	\$2,880.00
36" MES		EACH	\$1,150.00	\$2,300.00
Rip Rap At End Sections	6,552.00		\$9.95	\$65,192.40
Dewatering	1.00		\$34,500.00	\$34,500.00
Storm Sewer TV / Testing	1.00	LS	\$11,500.00	\$11,500.00
	Total Price for above STO	DRM SE	WER PH 1A Items:	\$638,169.00
SANITARY SEWER PH 1A				
8" PVC Pipe (0'-6' Cut)	468.00	LF	\$13.35	\$6,247.80
8" PVC Pipe (6'-8' Cut)	842.00	LF	\$14.30	\$12,040.60
8" PVC Pipe (8'-10' cut)	827.00	LF	\$15.45	\$12,777.15
8" PVC Pipe (10'-12' cut)	969.00	LF	\$16.95	\$16,424.55
8" PVC Pipe (12'-14' cut)	603.00	LF	\$20.25	\$12,210.75
8" PVC Pipe (14'-16' Cut)	172.00	LF	\$30.40	\$5,228.80
8" C-900 PVC Pipe (16'-18' Cut)	558.00	LF	\$46.00	\$25,668.00
8" C-900 PVC Pipe (18'-20' Cut)	560.00	LF	\$56.95	\$31,892.00
8" C-900 PVC Pipe (20'-22' Cut)	65.00	LF	\$69.35	\$4,507.75
Manhole (0'-6' Cut)	3.00	EACH	\$2,300.00	\$6,900.00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:	· · · · · · · · · · · · · · · · · · ·	
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:					
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
Manhole (6'-8' Cut)			EACH	\$2,550.00	\$7,650.00
Manhole (8'-10' cut)			EACH	\$2,800.00	\$11,200.00
Manhole (10'-12' cut)			EACH	\$3,100.00	\$12,400.00
Manhole (12'-14' cut)			EACH	\$3,450.00	\$10,350.00
Drop Manhole (14'-16	-		EACH	\$5,850.00	\$5,850.00
Manhole (16'-18' Cut)			EACH	\$4,600.00	\$9,200.00
Drop Manhole (18'-20	' Cut)		EACH	\$6,300.00	\$12,600.00
8" Stub & Plug			EACH	\$625.00	\$1,250.00
Single Service			EACH	\$365.00	\$4,380.00
Double Service			EACH	\$495.00	\$32,175.00
Dewatering		1.00		\$67,000.00	\$67,000.00
Sanitary Sewer TV / T		1.00		\$23,000.00	\$23,000.00
Public Pump Station (EACH	\$260,000.00	\$260,000.00
Connect to Existing 12			EACH	\$2,400.00	\$2,400.00
12" X 6" Tapping Slee			EACH	\$4,200.00	\$4,200.00
16" Jack & Bore (US 4	-	200.00		\$335.00	\$67,000.00
6" PVC Forcemain (DF	-	1,880.00		\$11.95	\$22,466.00
6" Plug Vaive Assemb	ly		EACH	\$885.00	\$885.00
6" MJ Bend			EACH	\$325.00	\$3,250.00
Air Release Assembly			EACH	\$5,200.00	\$5,200.00
Temporary Blow Off A	ssembly		EACH	\$340.00	\$340.00
Pressure Testing		1.00	LS	\$3,950.00	\$3,950.00
		Total Price for above SANIT	ARY SEWER P	H 1A Items: _	\$700,643.40
WATER & FIRE DIS	TRIBUTION PH 1A				
Connect to Existing 16	5" Water Main	1.00	EACH	\$2,400.00	\$2,400.00
Temporary Jumper		1.00	EACH	\$2,100.00	\$2,100.00
16 X 8" Tapping Sleev	e And Valve	1.00	EACH	\$4,450.00	\$4,450.00
8" PVC Water Main (D	R 18)	5,820.00	LF	\$14.75	\$85,845.00
6" PVC Water Main (D	R 18)	420.00	LF	\$11.00	\$4,620.00
8" Gate Valve Assemb	ly	17.00	EACH	\$1,150.00	\$19,550.00
6" Gate Valve Assemb	ly	1.00	EACH	\$830.00	\$830.00
8" MJ Bend		9.00	EACH	\$225.00	\$2,025.00
6" MJ Bend		6.00	EACH	\$160.00	\$960.00
8" MJ Tee		5.00	EACH	\$350.00	\$1,750.00
8" MJ Cross		1.00	EACH	\$640.00	\$640.00
8" MJ Reducer		1.00	EACH	\$330.00	\$330.00
8" MJ Cap			EACH	\$150.00	\$150.00
Fire Hydrant Assembly	/ (w/ gv & box)		EACH	\$3,550.00	\$28,400.00
Single Service Short		21.00		\$255.00	\$5,355.00
Double Service Short		28.00		\$330.00	\$9,240.00
Single Service Long		11.00		\$340.00	\$3,740.00
				•	• •



To:	Cypress Preserve 841, LLC		Contact:	Erank Dina	
Address:	,			Frank Ripa	
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bld Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
Double Service Long		25.00	EACH	\$430.00	\$10,750.00
Water Service to Lift S	Station	1.00	EACH	\$970.00	\$970.00
2" Blow-off Valve		7.00	EACH	\$1,300.00	\$9,100.00
Chlorine Injection Poi	nt		EACH	\$290.00	\$290.00
Sample Point			EACH	\$260.00	\$3,900.00
Water System Pressur		1.00		\$13,500.00	\$13,500.00
	Total Price for	above WATER & FIRE DIS	TRIBUTION P	H 1A Items:	\$210,895.00
RECLAIMED WATER	RMAIN 1A				
Connect To Existing			EACH	\$1,450.00	\$1,450.00
6" PVC Redaimed Mai		1,060.00	LF	\$10.30	\$10,918.00
4" PVC Reclaimed Ma		1,830.00	LF	\$8.00	\$14,640.00
6" Gate Valve Assemb	•	6.00	EACH	\$830.00	\$4,980.00
4" Gate Valve Assemb	lly	3.00	EACH	\$680.00	\$2,040.00
6" MJ Bend			EACH	\$160.00	\$800.00
4" MJ Bend			EACH	\$130.00	\$780.00
6" MJ Tee			EACH	\$255.00	\$255.00
4" MJ Tee			EACH	\$240.00	\$240.00
6" MJ Reducer			EACH	\$145.00	\$290.00
Single Service Short			EACH	\$285.00	\$855.00
Double Service Short			EACH	\$465.00	\$13,485.00
Single Service Long			EACH	\$410.00	\$820.00
Double Service Long		·	EACH	\$585.00	\$22,230.00
Pressure Testing		1.00		\$1,000.00	\$1,000.00
Biowoff Assembly			EACH	\$1,300.00	\$5,200.00
	Total F	Price for above RECLAIME	D WATERMAI	N 1A Items:	\$79,983.00
OFFSITE IMPROVE					
MOT Plan / Maintenan	ice Of Traffic	1.00		\$28,500.00	\$28,500.00
Silt Fence	and the death	3,180.00		\$1.20	\$3,816.00
Connect Existing / Rer			EACH	\$4,350.00	\$4,350.00
18" Class III RCP Stor		32.00		\$59.90	\$1,916.80
24" Class III RCP Stor		264.00		\$75.00	\$19,800.00
19" X 30" Class III ER		280.00		\$88.60	\$24,808.00
54" Class III RCP Ston		72.00		\$190.00	\$13,680.00
Box Culvert Extension	30 X24" W/ENDWALL	9.00		\$3,600.00	\$32,400.00
Quad RCP Headwall			EACH	\$15,000.00	\$15,000.00
18" RCP MES 24" RCP MES			EACH	\$2,100.00	\$4,200.00
54" RCP MES			EACH	\$2,350.00	\$2,350.00
Storm Manhole Type J	1		EACH	\$7,100.00	\$7,100.00
Type H Grate Inlet	1		EACH	\$42,000.00	\$42,000.00
Type it didte fillet		1.00	EACH	\$13,500.00	\$13,500.00



To:	Cypress Preserve 841, LLC	Cor	ntact:	Frank Ripa
Address:	3685 Erindale Drive	Pho	one:	
	Valrico, FL 33594	Fax	K	
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)	Bid	Number:	16-271
Project Location:	US 41 & SR 52, Land O'Lakes, FL	Bid	l Date:	4/3/2017

			1,0,2027	
Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Rip Rap At End Sections	575.00	SF	\$15.05	\$8,653.75
Dewatering	1.00	LS	\$10,000.00	\$10,000.00
Storm Sewer TV / Testing	1.00	LS	\$5,700.00	\$5,700.00
Mill Existing Asphalt 1"	3,700.00	SY	\$6.05	\$22,385.00
Excavate / Prep Right-Of-WAy	1.00	LS	\$45,500.00	\$45,500.00
.75" Asphaltic Concrete Friction Course (Type FC-5)	8,055.00	SY	\$8.55	\$68,870.25
1-1/2" Asphaltic Concrete (Type SP-12.5)	4,280.00	SY	\$13.25	\$56,710.00
2" Asphaltic Concrete (Type SP-12.5)	3,195.00	SY	\$17.75	\$56,711.25
OBG #6 - 8" Limerock	1,070.00	SY	\$19.00	\$20,330.00
OBG #9 - 10" Limerock	3,195.00	SY	\$19.50	\$62,302.50
12" Type "B" Stabilized Subgrade (LBR 40)	5,350.00	SY	\$13.05	\$69,817.50
6" Concrete Drive	425.00	SF	\$5.60	\$2,380.00
Sod	6,500.00	SY	\$2.40	\$15,600.00
Guardrail	205.00		\$25.35	\$5,196.75
Guardrail End Treatment	2.00	EACH	\$3,150.00	\$6,300.00
Signing & Stripping	1.00	LS	\$40,000.00	\$40,000.00
	Total Price for above OFFSITE IM	PROVEME	ENTS PH 1 Items:	\$709,877.80
GENERAL CONDITIONS PH 1B				
Mobilization	1.00	1.0	#10 F00 00	440 500 00
NPDES Compliance	1.00		\$19,500.00	\$19,500.00
Maintenance Of Traffic	1.00		\$7,450.00	\$7,450.00
Construction Entrance	1.00		\$1,850.00	\$1,850.00
Silt Fence		EACH	\$3,100.00	\$3,100.00
SIL PERICE	10,400.00		\$1.20	\$12,480.00
	Total Price for above GENERAL C	ONDITIO	NS PH 1B Items:	\$44,380.00
EARTHWORK PH 1B				
Disc ROW	1.00	LS	\$3,300.00	\$3,300.00
Sod (2' Back of Curb)	1,270.00	SY	\$2.40	\$3,048.00
Seed & Mulch (Disturbed Lots)	31,750.00	SY	\$0.30	\$9,525.00
Seed & Mulch (Right of Way)	9,970.00	SY	\$0.30	\$2,991.00
Final Grading	1.00	LS	\$17,000.00	\$17,000.00
	Total Price for above E.	ARTHWO	RK PH 1B Items:	\$35,864.00
PAVING 1B				
1 1/2" Asphaltic Concrete (Type SP-12.5)	5,185.00	SY	\$8.75	\$45,368.75
6" Crushed Concrete Base (LBR 100)	5,185.00		\$10.70	\$55,479.50
12" Type "B" Stabilized Subgrade (LBR 40)	5,185.00		\$6.35	\$32,924.75
75" Asphaltic Concrete (Type SP-9.5)	1,965.00		\$9.90	\$19,453.50
2.25" Asphaltic Concrete (Type SP-12.5)	1,965.00		\$12.40	\$24,366.00
10" Crushed Concrete Base (LBR 100)	1,965.00		\$12. 7 0 \$16.15	\$31,734.75
12" Type "B" Stabilized Subgrade (LBR 40)	1,965.00		\$6.35	\$12,477.75
\L- + amplifications and final (a)	1,303.00	J1	ψ0.55	φ1.2,7//./3



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:	Takin Tapo	
	Valrico, FL 33594		Fax:		
Product Name				10.001	
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:		
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
Miami Curb & Gutter	W/Stabilization	4,315.00	LF	\$11.45	\$49,406.75
Type "F" Curb & Gutte	er W/Stabilization	1,400.00	LF	\$12.80	\$17,920.00
Type "D" Curb - Trend	ch	95.00	LF	\$16.90	\$1,605.50
5' X 4" Concrete Side	walk	1,130.00	SF	\$4.30	\$4,859.00
12' X 4" Concrete Side	ewalk	8,365.00	SF	\$4.30	\$35,969.50
ADA Handicap Ramp	- 12' Trail	2.00	EACH	\$1,400.00	\$2,800.00
Signing & Stripping		1.00	LS	\$2,900.00	\$2,900.00
T-Type Turnaround		1.00	EACH	\$2,950.00	\$2,950.00
Dead End Barricades		1.00	EACH	\$905.00	\$905.00
		Total Price for	above PAVIN	IG 1B Items:	\$341,120.75
STORM SEWER 1B					
Connect To Existing		3.00	EACH	\$2,250.00	\$6,750.00
18" Class III RCP Stor	rm	328.00	LF	\$30.50	\$10,004.00
24" Class III RCP Stor	rm	752.00	LF	\$40.90	\$30,756.80
30" Class III RCP Stor	m	544.00	LF	\$53.55	\$29,131.20
24" HDPE Storm		40.00	LF	\$34.05	\$1,362.00
19" X 30" Class III ER	CP	40.00	LF	\$62.05	\$2,482.00
Pasco County Type 2	Curb Inlet	14.00	EACH	\$3,700.00	\$51,800.00
Pasco County Type 2	Curb Inlet (CompleteTop)	1.00	EACH	\$2,500.00	\$2,500.00
Storm Manhole		5.00	EACH	\$2,700.00	\$13,500.00
Type E Grate Inlet		2.00	EACH	\$2,550.00	\$5,100.00
Control Structure Typ	e "E"	1.00	EACH	\$3,950.00	\$3,950.00
18" RCP MES		1.00	EACH	\$1,300.00	\$1,300.00
Rip Rap At End Section	ens	170.00	SF	\$9.95	\$1,691.50
Dewatering		1.00	LS	\$10,500.00	\$10,500.00
Storm Sewer TV / Tes	sting	1.00	LS	\$5,900.00	\$5,900.00
		Total Price for above	STORM SEWE	R 1B Items:	\$176,727.50
SANITARY SEWER	1B				
Connect To Existing S		3.00	EACH	\$2,300.00	\$6,900.00
8" PVC Pipe (0'-6' Cut	•	337.00		\$13.35	\$4,498.95
8" PVC Pipe (6'-8' Cut	•	955.00		\$14.30	\$13,656.50
8" PVC Pipe (8'-10' cu	-	476.00		\$15.45	\$7,354.20
8" PVC Pipe (10'-12' c		21.00		\$16.95	\$355.95
Manhole (0'-6' Cut)	,		EACH	\$2,300.00	\$6,900.00
Manhole (6'-8' Cut)			EACH	\$2,550.00	\$7,650.00
Manhole (8'-10' cut)			EACH	\$2,800.00	\$5,600.00
Single Service			EACH	\$365.00	\$1,825.00
Double Service		43.00		\$495.00	\$21,285.00
Dewatering		1.00		\$19,000.00	\$19,000.00
Sanitary Sewer TV / T	esting	1.00		\$8,150.00	\$8,150.00
		1.00		40120100	40,100.00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	-
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bld Number	16-271	·
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Troject Bodacioni	os ir document	Total Drive for all and GA		-	
		Total Price for above SA	NITARY SEW	/ER 1B Items:	\$103,175.60
	STRIBUTION PH 1B				
Connect To Existing \	Water Main	5.00	EACH	\$2,400.00	\$12,000.00
Temporary Jumper			EACH	\$2,100.00	\$2,100.00
8" PVC Water Main (I	-	2,440.00	LF	\$14,75	\$35,990.00
6" PVC Water Main (I	-	300.00		\$11.00	\$3,300.00
8" Gate Valve Assemi			EACH	\$1,150.00	\$5,750.00
6" Gate Valve Assemi	oly		EACH	\$830.00	\$830.00
8" MJ Bend			EACH	\$225.00	\$5,400.00
6" MJ Bend			EACH	\$160.00	\$960.00
8" MJ Tee			EACH	\$350.00	\$350.00
8" MJ Reducer	- (- 1 0 l)		EACH	\$330.00	\$330.00
Fire Hydrant Assembl	y (w/ gv & box)		EACH	\$3,550.00	\$14,200.00
Single Service Short			EACH	\$255.00	\$1,785.00
Double Service Short			EACH	\$330.00	\$8,250.00
Single Service Long			EACH	\$340.00	\$2,720.00
Double Service Long 2" Blow-off Valve			EACH	\$430.00	\$6,450.00
_	m.h.		EACH	\$1,300.00	\$2,600.00
Chlorine Injection Poi	nc		EACH	\$290.00	\$290.00
Sample Point Water System Pressu	ro Toot		EACH	\$260.00	\$1,560.00
water system riessu		1.00		\$5,750.00	\$5,750.00
	Total Price for a	bove WATER & FIRE DIS	TRIBUTION	PH 1B Items:	\$110,615.00
RECLAIMED WATE	RMAIN 1B				
Connect To Existing		4.00	EACH	\$2,400.00	\$9,600.00
4" PVC Reclaimed Ma	ain (DR 18)	780.00	LF	\$8.70	\$6,786.00
2" PVC Redaimed Ma	in (SDR 21)	340.00	LF	\$8.50	\$2,890.00
2" Gate Valve Assemb	ply	1.00	EACH	\$545.00	\$545.00
4" MJ Bend		4.00	EACH	\$130.00	\$520.00
4" MJ Reducer		1.00	EACH	\$165.00	\$165.00
Single Service Short		1.00	EACH	\$285.00	\$285.00
Double Service Short		19.00	EACH	\$465.00	\$8,835.00
Single Service Long		2.00	EACH	\$410.00	\$820.00
Double Service Long		27.00	EACH	\$585.00	\$15,795.00
Pressure Testing		1.00	LS	\$700.00	\$700.00
Blowoff Assembly		1.00	EACH	\$1,300.00	\$1,300.00
	Total P	rice for above RECLAIME	D WATERMA	IN 1B Items:	\$48,241.00
GENERAL CONDITI	ONS PH 2			_	
Mobilization		1.00	LS	\$32,500.00	\$32,500.00
NPDES Compliance		1.00		\$11,500.00	\$11,500.00
Maintenance Of Traffi	С	1.00		\$2,450.00	\$2,450.00
Construction Entrance			EACH	\$3,600.00	\$3,600.00
		2100		70,00000	45,000.00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)	1	Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:		
Project Location.	OS 41 & SK 32, Land O Lakes, FL		bid Date:	4/3/2017	
Item Description	***	Estimated Quantity	Unit	Unit Price	Total Price
Silt Fence		20,800.00	LF	\$1.20	\$24,960.00
Floating Turbidity Bar	nier	450.00	LF	\$9.70	\$4,365.00
Anchor Block Retainir	ng Wall - No Handrail	327.00	LF	\$98.00	\$32,046.00
		Total Price for above GENERAL	CONDITIONS	PH 2 Items:	\$111,421.00
EARTHWORK PH 2				_	
Clearing/Disc		60.00	ACRE	#600 0 0	±40 000 00
Fence Removal (BY	(OWNER)	0.00		\$680.00 \$1.50	\$40,800.00
Strip / Demuck	OHILK/			•	\$0.00
Cut/Fill & Compact Sit	te.	11,500.00 201,000.00		\$4.35 ¢2.05	\$50,025.00
Sod (2' Back of Curb)		-		\$2.95	\$592,950.00
Sod (Pond Banks/swa		4,100.00		\$2.40	\$9,840.00
Seed & Mulch (Lots)	iles/common areas)	44,800.00		\$2.40	\$107,520.00
	of Mary	100,800.00		\$0.30	\$30,240.00
Seed & Mulch (Right (or way)	24,800.00		\$0.30	\$7,440.00
Final Grading		1.00		\$51,500.00	\$51,500.00
Dewatering For Earth	WORK	1.00		\$122,000.00	\$122,000.00
		Total Price for above	EARTHWORK	PH 2 Items:	\$1,012,315.00
PAVING PH 2					
1 1/2" Asphaltic Conc	rete (Type SP-12.5)	15,660.00	SY	\$8.75	\$137,025.00
6" Crushed Concrete	Base (LBR 100)	15,660.00	SY	\$10.70	\$167,562.00
12" Type "B" Stabilize	ed Subgrade (LBR 40)	15,660.00	SY	\$6.35	\$99,441.00
.75" Asphaltic Concret	te (Type SP-9.5)	9,480.00	SY	\$5.60	\$53,088.00
2.25" Asphaltic Concre	ete (Type SP-12.5)	9,480.00	SY	\$12.40	\$117,552.00
10" Crushed Concrete	Base (LBR 100)	9,480.00	SY	\$16.15	\$153,102.00
12" Type "B" Stabilize	d Subgrade (LBR 40)	9,480.00		\$6.35	\$60,198.00
Miami Curb & Gutter \	W/Stabilization	10,560.00		\$11.45	\$120,912.00
Type "F" Curb & Gutto	er W/Stabilization	7,540.00		\$12.80	\$96,512.00
Type "D" Curb - Trend	ch	95.00		\$16.90	\$1,605.50
5' X 4" Concrete Sidev	valk	6,600.00	SF	\$4.30	\$28,380.00
ADA Handicap Ramp			EACH	\$855.00	\$4,275.00
12' X 4" Concrete Side	ewalk	37,740.00	SF	\$4.30	\$162,282.00
ADA Handicap Ramp	- 12' Trail		EACH	\$1,400.00	\$12,600.00
Signing & Stripping		1.00		\$23,000.00	\$23,000.00
Demo T-Type Turnaro	ound		EACH	\$435.00	\$870.00
T-Type Turnaround			EACH	\$2,950.00	\$14,750.00
Demo Dead End Barri	cades		EACH	\$125.00	\$250.00
Dead End Barricades			EACH	\$905.00	\$4,525.00
		Total Price for al		-	\$1,257,929.50
CTORN APPROXICATION	_				T-//
STORM SEWER PH	-	0.004.00		455 55	,
18" Class III RCP Stor	Ш	2,896.00	LF	\$30.50	\$88,328.00



To:	Cypress Preserve 841, LLC	Contac	t: Fran	nk Ripa	
Address:	3685 Erindale Drive	Phone:			
_	Valrico, FL 33594	Fax:			
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)	Bid Nur	nber: 16-2	 271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL	Bid Dat	e: 4/3/	2017	
Item Description		Estimated Quantity Unit	Un	it Price	Total Price
241 Class III DCD Char		4.000.00.1-		440.00	

				Total File
24" Class III RCP Storm	4,000.00	LF	\$40.90	\$163,600.00
30" Class III RCP Storm	1,104.00	LF	\$53.55	\$59,119.20
36" Class III RCP Storm	640.00	LF	\$73.80	\$47,232.00
Pasco County Type 2 Curb Inlet	51.00	EACH	\$3,700.00	\$188,700.00
Storm Manhole	9.00	EACH	\$3,400.00	\$30,600.00
Control Structure Type "D"	2.00	EACH	\$3,450.00	\$6,900.00
Control Structure Weir Wall	5.00	EACH	\$12,500.00	\$62,500.00
18" RCP MES	6.00	EACH	\$1,300.00	\$7,800.00
24" RCP MES	7.00	EACH	\$1,450.00	\$10,150.00
36" RCP MES	7.00	EACH	\$2,850.00	\$19,950.00
Dewatering	1.00	LS	\$47,500.00	\$47,500.00
Storm Sewer TV / Testing	1.00	LS	\$15,500.00	\$15,500.00
	Total Price for above S1	TORM S	EWER PH 2 Items:	\$747,879.20
SANITARY SEWER PH 2				
Connect To Existing Sanitary	1.00	EACH	\$2,300.00	\$2,300.00
8" PVC Pipe (0'-6' Cut)	1,184.00	LF	\$13.35	\$15,806.40
8" PVC Pipe (6'-8' Cut)	922.00	LF	\$14.30	\$13,184.60
8" PVC Pipe (8'-10' cut)	1,110.00	LF	\$15.45	\$17,149.50
8" PVC Pipe (10'-12' cut)	1,385.00	LF	\$16.95	\$23,475.75
8" PVC Pipe (12'-14' cut)	1,139.00	LF	\$20.25	\$23,064.75
8" PVC Pipe (14'-16' Cut)	968.00	LF	\$30.40	\$29,427.20
8" C-900 PVC Pipe (16'-18' Cut)	420.00	LF	\$46.00	\$19,320.00
8" C-900 PVC Pipe (18'-20' Cut)	100.00	LF	\$56.95	\$5,695.00
Manhole (0'-6' Cut)	7.00	EACH	\$2,300.00	\$16,100.00
Manhole (6'-8' Cut)	4.00	EACH	\$2,550.00	\$10,200.00
Manhole (8'-10' cut)	3.00	EACH	\$2,800.00	\$8,400.00
Manhole (10'-12' cut)	4.00	EACH	\$3,100.00	\$12,400.00
Manhole (12'-14' cut)	3.00	EACH	\$3,450.00	\$10,350.00
Manhole (14'-16' Cut)	3.00	EACH	\$4,200.00	\$12,600.00
Manhole (16'-18' Cut)	1.00	EACH	\$4,600.00	\$4,600.00
Manhole (18'-20' Cut)	1.00	EACH	\$4,900.00	\$4,900.00
8" Stub & Plug	4.00	EACH	\$625.00	\$2,500.00
Single Service	2.00	EACH	\$365.00	\$730.00
Double Service	103.00	EACH	\$ 49 5.00	\$50,985.00
Dewatering	1.00	LS	\$83,500.00	\$83,500.00
Sanitary Sewer TV / Testing	1.00	LS	\$33,000.00	\$33,000.00
Public Pump Station (8' Dia., 25' Deep)	1.00	EACH	\$255,000.00	\$255,000.00
Connect to Existing 12" Force Main	1.00	EACH	\$2,400.00	\$2,400.00
12" X 6" Tapping Sleeve And Valve	1.00	EACH	\$4,200.00	\$4,200.00
16" Jack & Bore (US 41)	200.00	LF	\$355.00	\$71,000.00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 8	(4)	Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bld Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
6" Plug Valve Assemb	ply	2.00	EACH	\$885.00	\$1,770.00
6" MJ Bend		10.00	EACH	\$325.00	\$3,250.00
Air Release Assembly	•		EACH	\$5,200.00	\$5,200.00
Temporary Blow Off	Assembly	1.00	EACH	\$340.00	\$340.00
Pressure Testing		1.00	LS	\$7,900.00	\$7,900.00
		Total Price for above SANI	TARY SEWER	PH 2 Items:	\$797,653.20
WATER & FIRE DIS	STRIBUTION PH 2				
Connect To Existing \	Water Main	2.00	EACH	\$945.00	\$1,890.00
Temporary Jumper		2.00	EACH	\$1,950.00	\$3,900.00
16 X 8" Tapping Slee	ve And Valve	1.00	EACH	\$3,250.00	\$3,250.00
8" PVC Water Main (I	OR 18)	8,390.00	LF	\$14.75	\$123,752.50
6" PVC Water Main (I	OR 18)	440.00		\$11.00	\$4,840.00
4" PVC Water Main (I	OR 18)	220.00	LF	\$8.00	\$1,760.00
2" Watermain		920.00	LF	\$7.80	\$7,176.00
8" Gate Valve Assemi	bly	22.00	EACH	\$1,150.00	\$25,300.00
6" Gate Valve Assemi	bly	1.00	EACH	\$830.00	\$830.00
4" Gate Valve Assemi	bly	1.00	EACH	\$680.00	\$680.00
8" MJ Bend		16.00	EACH	\$225.00	\$3,600.00
6" MJ Bend		3.00	EACH	\$160.00	\$480.00
8" MJ Tee		8.00	EACH	\$350.00	\$2,800.00
4" M) Tee		2.00	EACH	\$240.00	\$480.00
Fire Hydrant Assembl	y (w/ gv & box)	13.00	EACH	\$3,550.00	\$46,150.00
Single Service Short		3.00	EACH	\$255.00	\$765.00
Double Service Short		64.00	EACH	\$330.00	\$21,120.00
Single Service Long		3.00	EACH	\$340.00	\$1,020.00
Double Service Long		36.00	EACH	\$430.00	\$15,480.00
Water Service to Lift	Station	1.00	EACH	\$970.00	\$970.00
2" Blow-off Valve		6.00	EACH	\$1,300.00	\$7,800.00
Chlorine Injection Pol	int	1.00	EACH	\$290.00	\$290.00
Sample Point		19.00	EACH	\$260.00	\$4,940.00
Water System Pressu	re Test	1.00	LS	\$22,000.00	\$22,000.00
	Tota	l Price for above WATER & FIRE DI	STRIBUTION	PH 2 Items:	\$301,273.50
RECLAIMED WATE	RMAIN 2				
Connect To Existing		1.00	EACH	\$4,400.00	\$4,400.00
6" PVC Redaimed Ma	in(DR 18)	2,630.00	LF	\$11.00	\$28,930.00
4" PVC Reclaimed Ma	ain (DR 18)	1,590.00		\$8.70	\$13,833.00
2" PVC Redaimed Ma	in (SDR 21)	1,920.00	LF	\$8.50	\$16,320.00
6" Gate Valve Assemb	ply	5.00	EACH	\$830.00	\$4,150.00
4" Gate Valve Assemb	ply	3.00	EACH	\$680.00	\$2,040.00
6" MJ Bend		10.00	EACH	\$160.00	\$1,600.00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
4" MJ Bend		5.00	EACH	\$130.00	\$650.00
6" MJ Tee		3.00	EACH	\$255.00	\$765.00
4" MJ Tee		2,00	EACH	\$240.00	\$480.00
12" MJ Reducer		1.00	EACH	\$390.00	\$390.00
4" MJ Reducer		1.00	EACH	\$165.00	\$165.00
Double Service Short		49.00	EACH	\$465.00	\$22,785.00
Single Service Long		2.00	EACH	\$410.00	\$820.00
Double Service Long		53.00	EACH	\$585.00	\$31,005.00
Pressure Testing		1.00	LS	\$10,250.00	\$10,250.00
Blowoff Assembly		3.00	EACH	\$1,300.00	\$3,900.00
	Tot	tal Price for above RECLAIM	IED WATERMA	IN 2 Items:	\$142,483.00
OFFSITE IMPROVE	MENTS PH 2				
MOT Plan / Maintenan	ce Of Traffic	1.00	LS	\$28,500.00	\$28,500.00
Silt Fence		2,700.00	LF	\$1.20	\$3,240.00
Connect Existing / Rer		1.00	EACH	\$4,350.00	\$4,350.00
18" Class III RCP Stori	m	200.00	LF	\$59.90	\$11,980.00
18" RCP MES		4.00	EACH	\$2,100.00	\$8,400.00
Dewatering		1.00	LS	\$6,000.00	\$6,000.00
Storm Sewer TV / Tes	•	1.00	LS	\$3,000.00	\$3,000.00
Mill Existing Asphalt 1'		3,960.00	SY	\$6.05	\$23,958.00
Excavate / Prep Right-	•	1.00		\$45,500.00	\$45,500.00
	e Friction Course (Type FC-5)	8,425.00		\$8.55	\$72,033.75
1-1/2" Asphaltic Concr		4,465.00		\$13.25	\$59,161.25
2" Asphaltic Concrete		2,865.00		\$17.75	\$50,853.75
OBG #6 - 8" Limerock		1,600.00		\$19.00	\$30,400.00
OBG #9 - 10" Limeroc		2,865.00		\$19.50	\$55,867.50
12" Type "B" Stabilized	o Subgrade (LBR 40)	6,065.00		\$13.05	\$79,148.25
6" Concrete Drive		425.00		\$5.60	\$2,380.00
Sod		7,000.00		\$2.40	\$16,800.00
Signing & Stripping	Total P	1.00 Price for above OFFSITE IMF		\$35,500.00	\$35,500.00
		LICE IOL SDOAG OLLOTTE THIS	KOYEMEN (5)	rn 2 Items: _	<u>\$537,072.50</u>
GENERAL CONDITION	ONS PH 3				
Mobilization		1.00		\$32,500.00	\$32,500.00
NPDES Compliance		1.00		\$16,000.00	\$16,000.00
Maintenance Of Traffic		1.00		\$2,000.00	\$2,000.00
Construction Entrance			EACH	\$3,600.00	\$3,600.00
Silt Fence	- Wall - No Hoodest	30,000.00		\$1.20	\$36,000.00
Anchor Block Retaining) vvali - No Handrali	730.00	LF	\$98.00	\$71,540.00

Total Price for above GENERAL CONDITIONS PH 3 Items:

\$161,640.00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
EARTHWORK PH 3	/4				
Clearing/Disc		120.00	ACRE	\$680.00	\$81,600.00
Fence Removal (B)	YOWNER)	0.00	LF	\$1.50	\$0.00
Strip / Demuck		2,500.00	CY	\$4.35	\$10,875.00
Cut/Fill & Compact Si	te (INCLUDES MASS GRADING PHASE 4)	204,100.00	CY	\$3.60	\$734,760.00
	nd (BANK) (NOT INCLUDED)	148,000.00	CY	\$0.00	\$0.00
Cut/Fill Pond / Mitiga		185,100.00	CY	\$2.95	\$546,045.00
Cut/Fill, Wetland Crea		14,600.00	CY	\$4.70	\$68,620.00
Sod (2' Back of Curb)		3,100.00	SY	\$2.40	\$7,440.00
Sod (Pond Banks/swa	•	92,250.00	SY	\$2.40	\$221,400.00
Seed & Mulch (Lots/F	•	240,000.00	SY	\$0.30	\$72,000.00
Seed & Mulch (Right	of Way)	16,900.00	SY	\$0.30	\$5,070.00
Final Grading		1.00	LS	\$33,500.00	\$33,500.00
Dewatering For Earth	work	1.00	LS	\$240,000.00	\$240,000.00
	т	otal Price for above EAR	THWORK PH	3 / 4 Items: _	\$2,021,310.00
PAVING PH 3					
1 1/2" Asphaltic Conc		18,100.00	SY	\$8.75	\$158,375.00
6" Crushed Concrete		18,100.00	SY	\$10.70	\$193,670.00
	ed Subgrade (LBR 40)	18,100.00	SY	\$6.35	\$114,935.00
Miami Curb & Gutter		13,795.00	LF	\$11.45	\$157,952.75
5' X 4" Concrete Side	walk	4,625.00	SF	\$4.30	\$19,887.50
ADA Handicap Ramp			EACH	\$855.00	\$6,840.00
Signing & Stripping	_	1.00		\$6,050.00	\$6,050.00
Demo T-Type Turnar	ound	5.00	EACH	\$435.00	\$2,175.00
T-Type Turnaround			EACH	\$2,950.00	\$8,850.00
Demo Dead End Barri	icades		EACH	\$125.00	\$625.00
Dead End Barricades			EACH	\$905.00	\$2,715.00
		Total Price for al	ove PAVING I	PH 3 Items: _	\$672,075.2 <u>5</u>
STORM SEWER PH	3				
18" Class III RCP Stor	rm	1,544.00	LF	\$30.50	\$47,092.00
24" Class III RCP Sto	rm	1,416.00	LF	\$40.90	\$57,914.40
30" Class III RCP Sto	m	32.00	LF	\$53.55	\$1,713.60
36" Class III RCP Sto		208.00	LF	\$73.80	\$15,350.40
48" Class III RCP Sto	m .	72.00	LF	\$120.00	\$8,640.00
Pasco County Type 2	Curb Inlet	28.00	EACH	\$3,700.00	\$103,600.00
Grate Inlet Type "D"		2.00	EACH	\$2,850.00	\$5,700.00
Storm Manhole		1.00	EACH	\$3,400.00	\$3,400.00
Control Structure Wei	r Wall	4.00	EACH	\$12,500.00	\$50,000.00
18" RCP MES		5.00	EACH	\$1,300.00	\$6,500.00
24" RCP MFS		2.00	EACH	£1.4E0.00	42,000,00

24" RCP MES

2.00 EACH

\$1,450.00

\$2,900.00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive			гтанк кіра	
Addiess.			Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
48" RCP MES		1.00	EACH	\$3,950.00	\$3,950.00
Dewatering		1.00	LS	\$20,000.00	\$20,000.00
Storm Sewer TV / Tes	sting	1.00	LS	\$8,350.00	\$8,350.00
		Total Price for above S	TORM SEWER	PH 3 Items:	\$335,110.40
SANITARY SEWER	PH 3				-
Connect To Existing S	Sanitary	4.00	EACH	\$2,300.00	\$9,200.00
8" PVC Pipe (0'-6' Cut	:)	1,462.00	LF	\$13.35	\$19,517.70
8" PVC Pipe (6'-8' Cut		1,992.00		\$14.30	\$28,485.60
8" PVC Pipe (8'-10' cu	it)	1,564.00	LF	\$15.45	\$24,163.80
8" PVC Pipe (10'-12' o	zut)	1,139.00	LF	\$16.95	\$19,306.05
8" PVC Pipe (12'-14' o		647.00	LF	\$20.25	\$13,101.75
8" PVC Pipe (14'-16' (Cut)	162.00	LF	\$30.40	\$4,924.80
Manhole (0'-6' Cut)		9.00	EACH	\$2,300.00	\$20,700.00
Manhole (6'-8' Cut)		6.00	EACH	\$2,550.00	\$15,300.00
Drop Manhole (6'-8' C	Cut)	1.00	EACH	\$3,650.00	\$3,650.00
Manhole (8'-10' cut)		4.00	EACH	\$2,800.00	\$11,200.00
Manhole (10'-12' cut)		5.00	EACH	\$3,100.00	\$15,500.00
Drop Manhole (10'-12	t' Cut)	1.00	EACH	\$4,250.00	\$4,250.00
Manhole (12'-14' cut)		1.00	EACH	\$3,450.00	\$3,450.00
Drop Manhole (12'-14	' Cut)	1.00	EACH	\$4,700.00	\$4,700.00
8" Stub & Plug		1.00	EACH	\$625.00	\$625.00
Single Service		8.00	EACH	\$365.00	\$2,920.00
Double Service		138.00	EACH	\$495.00	\$68,310.00
Dewatering		1.00	LS	\$75,000.00	\$75,000.00
Sanitary Sewer TV / T	esting	1.00	LS	\$32,000.00	\$32,000.00
		Total Price for above SANI	TARY SEWER	PH 3 Items:	\$376,304.70
WATER & FIRE DIS	TRIBUTION PH 3				
Connect To Existing V	Vater Main	7.00	EACH	\$945.00	\$6,615.00
Temporary Jumper			EACH	\$1,850.00	\$9,250.00
8" PVC Water Main (D	R 18)	5,260.00		\$14.75	\$77,585.00
6" PVC Water Main (D		2,500.00		\$11.00	\$27,500.00
4" PVC Water Main (D	R 18)	200.00		\$8.70	\$1,740.00
2" Watermain		1,280.00		\$8.50	\$10,880.00
8" Gate Valve Assemb	ly		EACH	\$1,150.00	\$10,350.00
4" Gate Valve Assemb	ly		EACH	\$680.00	\$1,360.00
8" MJ Bend		18.00		\$225.00	\$4,050.00
4" MJ Bend			EACH	\$130.00	\$260.00
8" MJ Tee			EACH	\$350.00	\$1,050.00
411 143 7			EACH	\$240.00	\$720.00
4" MJ Tee		5.00		4270.00	\$7.ZU.UU



To:	Cypress Preserve 841, LLC	T	Contact:	Frank Ripa	
Address:	3685 Erindale Drive	I	Phone:		
with coo.		I			
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
Single Service Short		3.00	EACH	\$255.00	\$765.00
Double Service Short		87.00	EACH	\$330.00	\$28,710.00
Single Service Long		2.00	EACH	\$340.00	\$680.00
Double Service Long		52.00	EACH	\$430.00	\$22,360.00
2" Blow-off Valve		5.00	EACH	\$1,300.00	\$6,500.00
Chlorine Injection Poir	nt	1.00	EACH	\$290.00	\$290.00
Sample Point			EACH	\$260.00	\$4,420.00
Water System Pressur	re Test	1.00	LS	\$19,000.00	\$19,000.00
	Total Price fo	r above WATER & FIRE DI	STRIBUTION	PH 3 Items:	\$276,685.00
RECLAIMED WATER	RMAIN 3				
Connect To Existing		5.00	EACH	\$2,400.00	\$12,000.00
6" PVC Reclaimed Mai	n(DR 18)	1,170.00	LF	\$11.00	\$12,870.00
4" PVC Reclaimed Ma	nin (DR 18)	3,500.00	LF	\$8.70	\$30,450.00
2" Reclaimed Main		1,220.00	LF	\$8.50	\$10,370.00
6" Gate Valve Assemb	oly	4.00	EACH	\$830.00	\$3,320.00
4" Gate Valve Assemb	oly	3.00	EACH	\$680.00	\$2,040.00
2" Gate Valve Assemb	oly	1.00	EACH	\$545.00	\$545.00
6" MJ Bend		2.00	EACH	\$160.00	\$320.00
4" MJ Bend		8.00	EACH	\$130.00	\$1,040.00
6" MJ Tee		1.00	EACH	\$255.00	\$255.00
4" MJ Tee		1.00	EACH	\$240.00	\$240.00
6" MJ Reducer		1.00	EACH	\$145.00	\$145.00
4" MJ Reducer		3.00	EACH	\$165.00	\$495.00
Double Service Short		71.00	EACH	\$465.00	\$33,015.00
Single Service Long		4.00	EACH	\$410.00	\$1,640.00
Double Service Long		68.00	EACH	\$585.00	\$39,780.00
Pressure Testing		1.00	LS	\$9,150.00	\$9,150.00
Biowoff Assembly		4.00	EACH	\$1,300.00	\$5,200.00
	Tota	l Price for above RECLAIM	IED WATERMA	IN 3 Items:	\$162,875.00
GENERAL CONDITI	ONS PH 4				
Mobilization		1.00	LS	\$19,500.00	\$19,500.00
NPDES Compliance		1.00		\$8,600.00	\$8,600.00
Maintenance Of Traffic	С	1.00		\$1,450.00	\$1,450.00
Construction Entrance	1		EACH	\$3,600.00	\$3,600.00
Silt Fence		12,500.00		\$1.20	\$15,000.00
	Total	Price for above GENERAL		-	\$48,150.00
EARTHWORK PH 4				_	
Disc ROW		1.00	LS	\$3,300.00	\$3,300.00
Sod (2' Back of Curb)		2,100.00		\$2.40	\$5,04 0 .00



To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:	•	
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number	r: 16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
	55 11 d 5k 52, tario 0 takes, 11				
Item Description		Estimated Quantity	Unit	Unit Price	Total Pric
Seed & Mulch (Distur	-	49,300.00		\$0.30	\$14,790.0
Seed & Mulch (Right	of Way)	10,500.00		\$0.30	\$3,150.0
Final Grading		1.00	LS	\$31,500.00	\$31,500.0
		Total Price for above	EARTHWOR	K PH 4 Items:	\$57,780.00
PAVING PH 4					
1 1/2" Asphaltic Cond	crete (Type SP-12.5)	8,290.00	SY	\$8.75	\$72,537.5
6" Crushed Concrete	Base (LBR 100)	8,290.00		\$10.70	\$88,703.0
12" Type "B" Stabilize	ed Subgrade (LBR 40)	8,290.00		\$6.35	\$52,641.5
.75" Asphaltic Concre	ete (Type SP-9.5)	4,300.00	SY	\$5.60	\$24,080.0
2.25" Asphaltic Conc	rete (Type SP-12.5)	4,300.00		\$12.40	\$53,320.0
10" Crushed Concrete	e Base (LBR 100)	4,300.00		\$16.15	\$69,445.0
12" Type "B" Stabilize	ed Subgrade (LBR 40)	4,300.00	SY	\$6.35	\$27,305.0
Miami Curb & Gutter	W/Stabilization	5,735.00	LF	\$11.45	\$65,665.7
Type "F" Curb & Gutt	er W/Stabilization	3,140.00	LF	\$12.80	\$40,192.0
5' X 4" Concrete Side	walk	1,025.00	SF	\$4.30	\$4,407.5
ADA Handicap Ramp		2.00	EACH	\$855.00	\$1,710.0
12' X 4" Concrete Sid	ewalk	18,840.00	SF	\$4.30	\$81,012.0
ADA Handicap Ramp	- 12' Trail	2.00	EACH	\$1,400.00	\$2,800.0
Signing & Stripping		1.00	LS	\$18,000.00	\$18,000.0
Demo T-Type Turnar		3.00	EACH	\$435.00	\$1,305.0
Demo Dead End Barr	icades	3.00	EACH	\$125.00	\$375.0
		Total Price for a	bove PAVING	G PH 4 Items:	\$603,499.2!
STORM SEWER PH	4				
18" Class III RCP Sto	m	2,152.00	LF	\$30.50	\$65,636.0
24" Class III RCP Sto	rm	1,760.00		\$40.90	\$71,984.0
30" Class III RCP Sto	m	120.00	LF	\$53.55	\$6,426.0
36" Class III RCP Sto	rm	152.00	LF	\$73.80	\$11,217.6
Pasco County Type 2	Curb Inlet	27.00	EACH	\$3,700.00	\$99,900.0
Grate Inlet Type "D"		1.00	EACH	\$2,850.00	\$2,850.0
Storm Manhole		2.00	EACH	\$3,400.00	\$6,800.0
Control Structure Wei	ir Wali	5.00	EACH	\$12,500.00	\$62,500.0
L8" RCP MES		6.00	EACH	\$1,300.00	\$7,800.0
24" RCP MES		6.00	EACH	\$1,450.00	\$8,700.0
36" RCP MES		1.00	EACH	\$2,850.00	\$2,850.0
Dewatering		1.00	LS	\$45,000.00	\$45,000.0
Storm Sewer TV / Te	sting	1.00	LS	\$9,750.00	\$9,750.0
		Total Price for above \$1	TORM SEWER	R PH 4 Items:	\$401,413.6
SANITARY SEWER	PH 4				
Connect To Existing S		4 กก	EACH	\$2,300.00	¢0 200 0
aminute to Existing o	runnun j	4.00	LACH	ずと,ついいい	\$9,200.0



Single Service Long

Double Service Long

Chlorine Injection Point

Water System Pressure Test

2" Blow-off Valve

Sample Point

To:	Cypress Preserve 841, LLC		Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:	типк кара	
Addicasi	-				
	Valrico, FL 33594		Fax:	_	
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
8" PVC Pipe (0'-6' Cu	t)	547.00	LF	\$13.35	\$7,302.45
8" PVC Pipe (6'-8' Cu	t)	912.00	LF	\$14.30	\$13,041.60
8" PVC Pipe (8'-10' a	ut)	914.00	LF	\$15.45	\$14,121.30
8" PVC Pipe (10'-12'	cut)	285.00	LF	\$16.95	\$4,830.75
8" PVC Pipe (12'-14'	cut)	315.00	LF	\$20.25	\$6,378.7 5
8" PVC Pipe (14'-16'	Cut)	475.00	LF	\$30.40	\$14,440.00
8" C-900 PVC Pipe (1	.6'-18' Cut)	609.00	LF	\$46.00	\$28,014.00
Manhole (0'-6' Cut)		4.00	EACH	\$2,300.00	\$9,200.00
Manhole (6'-8' Cut)		2.00	EACH	\$2,550.00	\$5,100.00
Manhole (8'-10' cut)		2.00	EACH	\$2,800.00	\$5,600.00
Drop Manhole (8'-10'	" Cut)	1.00	EACH	\$4,100.00	\$4,100.00
Manhole (10'-12' cut))	1.00	EACH	\$3,100.00	\$3,100.00
Manhole (12'-14' cut))	2.00	EACH	\$3,450.00	\$6,900.00
Manhole (14'-16' Cut))	1.00	EACH	\$4,200.00	\$4,200.00
Manhole (16'-18' Cut)	1.00	EACH	\$4,600.00	\$4,600.00
Single Service		2.00	EACH	\$365.00	\$730.00
Double Service		57.00	EACH	\$495.00	\$28,215.00
Dewatering		1.00	LS	\$50,000.00	\$50,000.00
Sanitary Sewer TV / 7	Testing	1.00	LS	\$18,500.00	\$18,500.00
		Total Price for above SANI	TARY SEWER	PH 4 Items: _	\$237,573.85
WATER & FIRE DIS	STRIBUTION PH 4				
Connect To Existing \	Water Main	3.00	EACH	\$945.00	\$2,835.00
Temporary Jumper		2.00	EACH	\$1,950.00	\$3,900.00
8" PVC Water Main (I	OR 18)	3,640.00	LF	\$14.05	\$51,142.00
4" PVC Water Main (I	OR 18)	350.00	LF	\$8.00	\$2,800.00
2" PVC WATER MAIN	(SDR 21)	720.00	LF	\$7.80	\$5,616.00
8" Gate Valve Assemi	bly	3.00	EACH	\$1,150.00	\$3,450.00
4" Gate Valve Assemb	bly	2.00	EACH	\$680.00	\$1,360.00
8" MJ Bend		11.00	EACH	\$225.00	\$2,475.00
4" MJ Bend		2.00	EACH	\$130.00	\$260.00
8" MJ Tee		2.00	EACH	\$350.00	\$700.00
4" MJ Tee		2.00	EACH	\$240.00	\$480.00
Fire Hydrant Assembl	y (w/ gv & box)	6.00	EACH	\$3,550.00	\$21,300.00
Single Service Short		1.00	EACH	\$255.00	\$255.00
Double Service Short		36.00		\$330.00	\$11,880.00
		34.00		1-20.00	722/000.00

2.00 EACH

22.00 EACH

2.00 EACH

1.00 EACH

8.00 EACH

1.00 LS

\$340.00

\$430.00

\$290.00

\$260.00

\$11,000.00

\$1,300.00

\$680.00

\$9,460.00

\$2,600.00

\$2,080.00

\$11,000.00

\$290.00



To:	Cypress Preserve 841, LLC		Combosts	E	
			Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)		Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
	Total Price for above	e WATER & FIRE D	ISTRIBUTION	PH 4 Items:	\$134,563.00
RECLAIMED WATER	RMAIN 4				
Connect To Existing		3.00	EACH	\$2,400.00	\$7,200.00
6" PVC Redaimed Ma	in(DR 18)	1,220.00	LF	\$11.00	\$13,420.00
4" PVC Reclaimed Ma	nin (DR 18)	480.00	LF	\$8.70	\$4,176.00
2" Reclaimed Main		580.00	LF	\$8.50	\$4,930.00
6" Gate Valve Assemb	ply	1.00	EACH	\$830.00	\$830.00
4" Gate Valve Assemb	oly	1.00	EACH	\$680.00	\$680.00
2" Gate Valve Assemb	oly	1.00	EACH	\$545.00	\$545.00
6" MJ Bend		8.00	EACH	\$160.00	\$1,280.00
4" MJ Bend		2.00	EACH	\$130.00	\$260.00
4" MJ Reducer		1.00	EACH	\$165.00	\$165.00
Single Service Short		1.00	EACH	\$285.00	\$285.00
Double Service Short		31.00	EACH	\$465.00	\$14,415.00
Single Service Long		2.00	EACH	\$410.00	\$820.00
Double Service Long		27.00	EACH	\$585.00	\$15,795.00
Pressure Testing		1.00	LS	\$3,000.00	\$3,000.00
Blowoff Assembly		1.00	EACH	\$1,300.00	\$1,300.00
	Total Price	for above RECLAIM	IED WATERMA	AIN 4 Items:	\$69,101.00
GENERAL CONDITI	ONS VISION ROAD NORTH				
NPDES Compliance No	OI issued by Contractor	1.00	LS	\$1,050.00	\$1,050.00
Silt Fence		1,500.00	LF	\$1.20	\$1,800.00
	Total Price for above GENERA	L CONDITIONS VIS	ION ROAD NO	ORTH Items:	\$2,850.00
EARTHWORK VISIO	ON ROAD NORTH				
Clearing/Grubbing/Str	ipping	2.00	ACRE	\$1,350.00	\$2,700.00
Cut/Fill, Balance & Co.	mpact Site*	2,500.00	CY	\$2.60	\$6,500.00
Sod (2' Back of Curb)		350.00		\$2.40	\$840.00
Seed & Mulch (Right o	of Way)	3,500.00		\$0.30	\$1,050.00
Final Grading/Lake Sk	ping	1.00	LS	\$4,350.00	\$4,350.00
	Total Price for above	e EARTHWORK VIS	ION ROAD NO	ORTH Items:	\$15,440.00
PAVING VISION RO	OAD NORTH				
.75" Asphaltic Concret		1,980.00	SY	\$5.60	\$11,088.00
2.25" Asphaltic Concre		1,980.00		\$12.40	\$24,552.00
10" Crushed Concrete		1,980.00		\$15.75	\$31,185.00
12" Type "B" Stabilize		1,980.00		\$6.35	\$12,573.00
Type "F" Curb & Gutte		1,430.00		\$12.80	\$18,304.00
4" Concrete Sidewalk		6,295.00		\$4.30	\$27,068.50
ADA Handicap Ramp			EACH	\$855.00	\$855.00
Signing & Stripping		1.00		\$4,500.00	\$4,500.00
Dead End Barricades			EACH	\$905.00	\$905.00
					1



To:	Cypress Preserve 841, LLC		Combacts	Emple Dina	
			Contact:	Frank Ripa	
Address:	3685 Erindale Drive		Phone:		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3	& 4)	Bid Number:	16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, I	<u> </u>	Bid Date:	4/3/2017	
		Total Price for above PAVING VIS	SION ROAD NO	ORTH Items:	\$131,030.50
STORM SEWER VIS	ION ROAD NORTH				
18" Class III RCP Stor		360.00	LF	\$29.00	\$10,440.00
Pasco County Type 2	Curb Inlet	2.00	EACH	\$3,700.00	\$7,400.00
18" RCP MES		2.00	EACH	\$1,300.00	\$2,600.00
Dewatering		1.00	LS	\$3,850.00	\$3,850.00
Storm Sewer Testing		1.00		\$1,900.00	\$1,900.00
	Tot	al Price for above STORM SEWER VIS	SION ROAD NO	RTH Items: _	\$26,190.00
WATERMAIN VISIO					
Connect To Existing W			EACH	\$945.00	\$945.00
8" PVC Water Main (D	•	820.00		\$14.05	\$11,521.00
8" Gate Valve Assemb	•		EACH	\$1,150.00	\$1,150.00
Fire Hydrant Assembly	/ (w/ gv & box)		EACH	\$3,550.00	\$3,550.00
2" Blow-off Valve			EACH	\$1,300.00	\$1,300.00
Water System Pressur		1.00	_	\$1,650.00	\$1,650.00
	Т	otal Price for above WATERMAIN VIS	ION ROAD NO	RTH Items: _	\$20,116.00
	MAIN VISION ROAD NORTH				
Connect To Existing			EACH	\$2,400.00	\$2,400.00
6" PVC Redaimed Mai		820.00		\$11.00	\$9,020.00
6" Gate Valve Assemb	ly	-	EACH	\$830.00	\$830.00
6" MJ Bend			EACH	\$160.00	\$320.00
Blowoff Assembly			EACH	\$1,300.00	\$1,300.00
Pressure Testing		1.00		\$1,650.00	\$1,650.00
	Total Price fo	r above RECLAIMEDWATERMAIN VIS	ION ROAD NO	RTH Items: _	\$15,520.00
	ONS VISION ROAD SOUTH				
	OI issued by Contractor	1.00		\$1,050.00	\$1,050.00
Silt Fence		1,500.00		\$1.20	\$1,800.00
	Total Price	for above GENERAL CONDITIONS VIS	ION ROAD SO	UTH Items: _	\$2,850.00
EARTHWORK VISIO					
Clearing/Grubbing/Stri	ipping	2.00	ACRE	\$1,350.00	\$2,700.00
Cut/Fill & Compact Sit	e*	2,500.00	CY	\$2.60	\$6,500.00
Sod (2' Back of Curb)		350.00	SY	\$2.40	\$840.00
Seed & Mulch (Right o		3,500.00	SY	\$0.30	\$1,050.00
Final Grading/Lake Slo	ping	1.00	LS	\$4,350.00	\$4,350.00
	To	otal Price for above EARTHWORK VIS	ION ROAD SO	UTH Items: _	\$15,440.00
PAVING VISION RO	AD SOUTH				
.75" Asphaltic Concret	e (Type SP-9.5)	2,000.00	SY	\$5.60	\$11,200.00
2.25" Asphaltic Concre	ete (Type SP-12.5)	2,000.00		\$12.40	\$24,800.00



Contact:

Phone:

216.00 LF

1.00 LS

Frank Ripa

\$10.75

\$1,150.00

			. 1101101		
	Valrico, FL 33594		Fax:		
Project Name:	Cypress Preserve (Phases 1,2,3 & 4	1)	Bld Numb	er: 16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FL		Bid Date:	4/3/2017	
Item Description		Estimated Quantity	Unit	Unit Price	Total Price
10" Crushed Concrete	e Base (LBR 100)	2,000.00	SY	\$15.75	\$31,500.00
12" Type "B" Stabilize	ed Subgrade (LBR 40)	2,000.00	SY	\$6.35	\$12,700.00
Type "F" Curb & Gutt	er	1,350.00	LF	\$12.80	\$17,280.00
4" Concrete Sidewalk		1,305.00	SF	\$4.30	\$5,611.50
ADA Handicap Ramp		1.00	EACH	\$855.00	\$855.00
Signing & Stripping		1.00	LS	\$4,500.00	\$4,500.00
Dead End Barricades		1.00	EACH	\$905.00	\$905.00
		Total Price for above PAVING VIS	SION ROAD	SOUTH Items:	<u>\$1</u> 09,351.50
STORM SEWER VIS	SION ROAD SOUTH				
18" Class III RCP Stor	rm	216.00	LF	\$29.00	\$6,264.00
Pasco County Type 2	Curb Inlet	2.00	EACH	\$3,700.00	\$7,400.00
18" RCP MES		2.00	EACH	\$1,300.00	\$2,600.00

	Total Price for above STORM SEWER VISION ROAD SOUTH Items:			\$19,736.00	
WATERMAIN VISION ROAD SOUTH					
Connect To Existing Water Main	1.00	EACH	\$945.00	\$945.00	
8" PVC Water Main (DR 18)	680.00	LF	\$14.05	\$9,554.00	
8" Gate Valve Assembly	1.00	EACH	\$1,150.00	\$1,150.00	
Fire Hydrant Assembly (w/ gv & box)	1.00	EACH	\$3,550.00	\$3,550.00	
2" Blow-off Valve	1.00	EACH	\$1,300.00	\$1,300.00	
Water System Pressure Test	1.00	LS	\$1,250.00	\$1,250.00	
	Total Price for above WATERMAIN VIS	ION ROA	ND SOUTH Items:	\$17,749.00	

RECLAIMEDWATERMAIN VISION ROAD SOUTH

Cypress Preserve 841, LLC

3685 Erindale Drive

Connect To Existing	1.00	EACH	\$2,400.00	\$2,400.00
6" PVC Reclaimed Main(DR 18)	680.00	LF	\$11.00	\$7,480.00
6" Gate Valve Assembly	1.00	EACH	\$830.00	\$830.00
6" MJ Bend	2.00	EACH	\$160.00	\$320.00
Blowoff Assembly	1.00	EACH	\$1,300.00	\$1,300.00
Pressure Testing	1.00	LS	\$1,300.00	\$1,300.00
Total Price for above RECLAIMEDWATERMAIN VISION ROAD SOUTH Items:				¢13 630 00

Total Bid Price: \$16,603,152.65

PHASE 1A

To:

Address:

Dewatering

Storm Sewer Testing

GENERAL CONDITIONS PH 1A EARTHWORK PH 1A / 1B **PAVING PH 1A**

\$140,080.00 \$1,603,368.40 \$804,001.25

\$2,322.00

\$1,150.00



To:	Cypress Preserve 841, LLC	Contact: Frank Ripa	
Address:	3685 Erindale Drive	Phone:	
<u></u>	Valrico, FL 33594	Fax:	
Project Name:	Cypress Preserve (Phases 1,2,3	& 4) Bid Number: 16-271	
Project Location:	US 41 & SR 52, Land O'Lakes, FI	Bid Date: 4/3/2017	
STORM SEV			\$638,169.00
	SEWER PH 1A		\$700,643.40
	IRE DISTRIBUTION PH 1A		\$210,895.00
RECLAIMED	WATERMAIN 1A		\$79,983.00
		Total Price for above PHASE 1A Items:	\$4,177,140.05
OFFSITE IMPROVE	MENTS PH 1		
OFFSITE IM	PROVEMENTS PH 1		\$709,877.80
		Total Price for above OFFSITE IMPROVEMENTS PH 1 Items:	\$709,877.80
PHASE 1B			<u> </u>
	ONDITIONS PH 1B		±44 300 00
EARTHWOR			\$44,380.00 \$35,864.00
PAVING 1B			\$341,120.75
STORM SEV	/ER 1B		\$3 - 1,120.73 \$176,727.50
SANITARY S	EWER 1B		\$103,175.60
WATER & FI	RE DISTRIBUTION PH 1B		\$110,615.00
RECLAIMED	WATERMAIN 1B		\$48,241.00
		Total Price for above PHASE 1B Items:	\$860,123.85
PHASE 2		_	
GENERAL CO	ONDITIONS PH 2		\$111,421.00
EARTHWOR	K PH 2		\$1,012,315.00
PAVING PH	2		\$1,257,929.50
STORM SEW	ER PH 2		\$747,879.20
SANITARY S	EWER PH 2		\$797,653.20
WATER & FI	RE DISTRIBUTION PH 2		\$301,273.50
RECLAIMED	WATERMAIN 2		\$142,483.00
		Total Price for above PHASE 2 Items:	\$4,370,954.40
OFFSITE IMPROVE	MENTS PH 2		
OFFSITE IM	PROVEMENTS PH 2		\$537,072.50
		Total Price for above OFFSITE IMPROVEMENTS PH 2 Items:	\$537,072.50
PHASE 3		_	7-0-707
-	ONDITIONS PH 3		4454 540 00
EARTHWORK			\$161,640.00
PAVING PH 3	-		\$2,021,310.00
STORM SEW			\$672,075.25 #335.110.40
SANITARY S			\$335,110.40
	RE DISTRIBUTION PH 3		\$376,304.70 \$376,695,00
	WATERMAIN 3		\$276,685.00 \$162,875.00
			\$10Z,0/3.UU



CIVIL | UTILITY CONSTRUCTORS

To:	Cypress Preserve 841, LLC	Contact: Frank Ripa
Address:	3685 Erindale Drive	Phone:
	Valrico, FL 33594	Fax:
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)	Bid Number: 16-271
Project Location:	US 41 & SR 52, Land O'Lakes, FL	Bid Date: 4/3/2017

Total Price for above PHASE 3 Items: \$4,006,000.35

PHASE 4

GENERAL CONDITIONS PH 4	\$48,150.00
EARTHWORK PH 4	\$57,780.00
PAVING PH 4	\$603,499.25
STORM SEWER PH 4	\$401,413.60
SANITARY SEWER PH 4	\$237,573.85
WATER & FIRE DISTRIBUTION PH 4	\$134,563.00
RECLAIMED WATERMAIN 4	\$69,101.00

Total Price for above PHASE 4 Items: \$1,552,080.70

VISION ROADS

GENERAL CONDITIONS VISION ROAD NORTH		\$2,850.00
EARTHWORK VISION ROAD NORTH		\$15,440.00
PAVING VISION ROAD NORTH		\$131,030.50
STORM SEWER VISION ROAD NORTH		\$26,190.00
WATERMAIN VISION ROAD NORTH		\$20,116.00
RECLAIMEDWATERMAIN VISION ROAD NORTH		\$15,520.00
GENERAL CONDITIONS VISION ROAD SOUTH		\$2,850.00
EARTHWORK VISION ROAD SOUTH		\$15,440.00
PAVING VISION ROAD SOUTH		\$109,351.50
STORM SEWER VISION ROAD SOUTH		\$19,736.00
WATERMAIN VISION ROAD SOUTH		\$17,749.00
RECLAIMEDWATERMAIN VISION ROAD SOUTH		\$13,630.00
	Total Price for above VISION ROADS Items:	\$389,903.00

Notes:

- CONSTRUCTION STAKING AND RECORD SURVEY BY OTHERS.
- GEOTECHNICAL/ MATERIALS TESTING IS BY OTHERS.
- BONDING NOT INCLUDED.
- · PERMIT / INSPECTION FEES BY OTHERS.
- ASSUMES DISCING SHALL BE ACCEPTED BY THE GEOTECHNICAL ENGINEER.
- THIS PROPOSAL IS BASED ON EXISTING TOPO NOTED ON THE DRAWINGS BEING ACCURATE WITHIN 0.2 FEET AT ANY GIVEN LOCATION.
- THIS PROPOSAL IS BASED ON ALL ONSITE CUT MATERIAL, INCLUDING MATERIAL FROM PIPE TRENCHES, BEING USABLE FOR STRUCTURAL / PAVEMENT AREAS AND TRENCH BACKFILL. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL IS NOT INCLUDED.
- NO ALLOWANCE HAS BEEN MADE FOR TESTING, HANDLING, TREATING, REMOVING OR DISPOSING OF HAZARDOUS OR CONTAMINATED MATERIALS, SOILS, OR GROUNDWATER. IN ADDITION, REMOVAL AND DISPOSAL OF BURIED TRASH IS NOT INCLUDED.
- CONCRETE PAVEMENT / FLATWORK BY OTHERS, UNLESS SPECIFICALLY IDENTIFIED.
- TELEPHONE, POWER, CABLE, IRRIGATION, ETC. CONDUIT AND SLEEVES BY OTHERS, UNLESS SPECIFIED.
- ANY ADJUSTMENTS/REMOVAL OR RELOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED WORK IS NOT INCLUDED.
- ITEMS NOT INCLUDED ARE: FENCE REMOVAL; IMPORT FILL; WELL ABANDONMENT; LANDSCAPING; IRRIGATION; ROOT PRUNING; TREE TRIMMING; DEMOLITION; FENCE; RETAINING WALLS; AND PERIMETER WALLS.



CIVIL | UTILITY CONSTRUCTORS

To:	Cypress Preserve 841, LLC	Contact:	Frank Ripa
Address:	3685 Erindale Drive	Phone:	
	Valrico, FL 33594	Fax:	
Project Name:	Cypress Preserve (Phases 1,2,3 & 4)	Bid Number:	16-271
Project Location:	US 41 & SR 52, Land O'Lakes, FL	Bid Date:	4/3/2017

- THE ABOVE ASPHALT AND MATERIALS PRICING IS BASED ON TODAY'S MARKET. DUE TO THE VOLATILITY OF LIQUID ASPHALT / PETROLEUM,
 AGGREGATES, CONCRETE, PVC AND STEEL PRODUCTS, WE ARE UNABLE TO PREDICT TOMORROW'S MARKET. THIS PROPOSAL DOES NOT
 INCLUDE ANY ADJUSTMENTS / SURCHARGE FOR MATERIAL PRICE INCREASES.
- THIS PROPOSAL DOES NOT INCLUDE ANY UTILITIES AND INFRASTRUCTURE FOR THE AMENITIES AND PARK AREAS.
- POWER AND UTILITY POLE REMOVAL IS BY OTHERS.
- THIS PROPOSAL IS BASED ON EXCAVATION TO BALANCE WITH PONDS AT 3:1 BELOW THE BREAK LINE. NO EXCESS EXCAVATION/STOCKPILE IS INCLUDED.
- PRICING FOR PHASES 2, 3 & 4 ARE CONCEPTUAL AND BASED ON TODAYS PRICING.
- NO SLOPE CORRECTION / OVERBUILD OF US 41 IS INCLUDED.
- CLEARING AND ENHANCEMENTS OF THE TRAIL AREA IS NOT INCLUDED.
- WE HAVE INCLUDED TV FOR THE STORM DRAINAGE AND SANITARY SEWER
- VISION ROADS ARE TO BE CONSTRUCTED WITH PHASE 3 OR 4.
- THIS PROPOSAL IS BASED ON PLANS DATED MARCH 12, 2017 WITH THE LATEST REVISION DATE OF 06-03-2017.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: Ripa & Associates
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Curtis Mast
	cmast@ripatampa.com



受みばす * C" CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/05/2017

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

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

PRODUCER	1-813-229-8021	CONTACT NAME: Michelle Liwosz	
M. E. Wilson Co., Inc.		PHONE (A/C, No, Ext); 813-984-3610 (A/C	K C, No): 813-229-2795
300 W. Platt St.		E-MAIL ADDRESS: mliwosz@mewilson.com	
Ste 200		INSURER(S) AFFORDING COVERAGE	NAIC#
Tampa, FL 33606		INSURER A: OLD REPUBLIC INS CO	24147
INSURED		INSURER B: AMERICAN GUAR & LIAB INS	26247
Ripa & Associates, LLC		INSURERC: XL SPECIALTY INS CO	37885
Ripa & Associates 1409 Tech Blvd.		INSURER D :	
Suite 1		INSURER E :	
Tampa, FL 33619		INSURER F:	
COVERAGES	CERTIFICATE NUMBER: 49561529	REVISION NUMBE	R:

COVERAGES CER			HILL	CAH	E MOMDEM! 43301343			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						CT TO WHICH THIS			
NSR LTR		TYPE OF INSURANCE		SUBR		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	<u> </u>
A	X	COMMERCIAL GENERAL LIABILITY	X	ж	MWZY308830	02/01/17	02/01/18	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 400,000
	X	Contractual Liability						MED EXP (Any one person)	\$ 5,000
	igsquare							PERSONAL & ADV INJURY	\$ 1,000,000

-								PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:		1				GENERAL AGGREGATE	\$ 2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
L		OTHER:							\$
Т	A	AUTOMOBILE LIABILITY	ж	x	MWTB308831	02/01/17	02/01/18	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		X ANY AUTO						BODILY INJURY (Per person)	\$
1		OWNED SCHEDULED AUTOS AUTOS						BODILY INJURY (Per accident)	\$
		X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
L									\$
	В	X UMBRELLA LIAB X OCCUR	ж	x	AUC022256401	02/01/17	02/01/18	EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 10,000,000
L		DED X RETENTION \$ 0							\$
1		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		x	MWC30882900	02/01/17	02/01/18	X PER OTH- STATUTE ER	
		ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
	i	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
L		If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	C	Contractors Equipment			UM00025397MA17A	02/01/17	02/01/18	Leased/Rented	650,000

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

Certificate holder is added as Additional Insured with respects to the General Liability policy, as required by written contract. Waiver of Subrogation applies on all policies in favor of the Additional Insureds.

The following forms are attached: Additional Insured Ongoing CG2010 04/13, Additional Insured Completed Operations CG2037 04/13, Primary and Noncontributory CG2001 04/13, Waiver of Subrogation CG2404 05/09, Auto Additional Insured CA2048 02/99, Auto Waiver of Subrogation PCA0224 03/06, Workers Compensation Waiver of Subrogation WC000313 4/84

CERTIFICATE HOLDER	CANCELLATION
Cypress Preserve 841 LLC	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
3658 Erindale Dr	AUTHORIZED REPRESENTATIVE
Valrico, FL 33594 USA	Des. mla

Max. Per Item:

Deductible:

500,000

10,000

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

Cypress Preserve 841 LLC

3658 Erindale Dr

Valrico, FL 33594

USA

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

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

Endorsement Effective 02/01/17 Policy No. MWC30882900 Endorsement No.

Insured: Ripa & Associates, LLC Company: OLD REPUBLIC INS CO

Premium \$ 0.00 Countersigned By

WC 00 03 13 (Ed. 4-84)

Copyright 198:1 National Council on Compensation Insurance.

AGENT COPY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations			
All persons or organizations when required by written contract or agreement	All locations			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions: or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 04 13

© Insurance Services Office, inc., 2012

- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations					
All persons or organizations when required by written contract or agreement	All completed operations					
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.						

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance;

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This page intentionally left blank

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

 The additional insured is a Named Insured under such other insurance; and (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:						
All persons or organizations as required by written contract or agreement						
-						
Information required to complete this Schedule, if not shown above, will be shown in	the Declarations.					

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "productscompleted operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

SCHEDULE

Name of Person or Organization:

All persons or organizations as required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the Schedule because of payments we make for injury or damage. This waiver applies only to the person or organization shown in the Schedule.

PCA 024 03 06

POLICY NUMBER:

COMMERCIAL AUTO CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM GARAGE COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By:
Named Insured:	Gamy/viso
	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

All persons or organizations as required by written contract or agreement

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

CONTRACTOR AGREEMENT

This Contractor Agreement (sometimes referred to as the "**Agreement**") is made, effective as of <u>March 20th, 2017</u> (the "**Effective Date**") between Cypress Preserve 841, LLC, a Florida limited liability company ("**Developer**") and <u>Ecological Consultants, Inc.</u> (the "**Contractor**"):

Project: Cypress Preserve

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, proposals attached as **Exhibit** "A" as prepared by <u>Ecological Consultants, Inc.</u>, as amended and supplemented, General Conditions, attached hereto as Exhibit "B" and all Change Orders issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the <u>wetland creation mitigation installation</u> of the Project, more particularly described in Exhibit "A".

ARTICLE 3

TIME OF COMMENCEMENT

The Work to be performed under this Contract shall be deemed commenced as of the Effective Date hereof which is sometimes referred to herein as the "**Date of Commencement**".

ARTICLE 4

CONTRACT SUM

The Developer shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, a lump sum price of <u>Three hundred eleven thousand eight</u> hundred eight dollars and 15/100 (\$311,808.15) (the "Contract Sum").

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment by the Contractor, the Developer shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 25th day of the month. The Developer shall, not later than 25 days following the receipt of proper Applications and Certificates for Payment, pay the Contractor the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work for the period covered by the Application for Payment.

Payments due and unpaid under the Contract Documents shall bear interest from the date and at a rate provided pursuant to Part VII of Chapter 218, Florida Statutes, the "Local Government Prompt Payment Act", as it may be amended.

ARTICLE 6

FINAL PAYMENT – INTENTIONALLY OMITTED

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Developer and the Contractor, are listed in Article 1 and, except for Modifications issued after the execution of this Agreement, are enumerated as follows:
- 1. This Agreement between the Developer and the Contractor and including exhibits, herein sometimes referred to as the Agreement or the Developer Contractor Agreement.
- 7.3 The Developer intends to establish a community development district pursuant to Chapter 190, Florida Statutes (a "CDD") to encompass the entire development. The Developer and Contractor understand, acknowledge, and agree that the Developer intends to assign the public infrastructure components of this Agreement to the CDD, and upon the CDD's assumption of the Developer's rights and obligations related to the public infrastructure components the Developer shall be released from the rights and obligations pertaining to the public infrastructure components.

- 7.4 The Contractor acknowledges that the developer may assign this Agreement to the CDD.
- 7.5 Proof of Insurance coverages set forth in the Contractor's Certificate of Liability Insurance is hereto as Exhibit "C".

This Agreement entered into effective as of the day and year first written above.

Ecological Consultants, Ing.

By: Wood Pichard son

e: President

Cypress Preserve 841, LLC

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Proposal

Date	Proposal #	
3/20/2017	1718A	

Project Name
Cynress Preserve Wetland Cres

Cypress Preserve Wetland Creation Mitigation Installation Proposal

Description	Qty	Cost	Total
A. Pre-planting chemical treatment (if necessary);			
acres @ \$850.00 One Time Event			
B. Plant Materials and Installation			
Wetland Creation Area C-1 2.97 acres			
Knotted spikerush (4" br)	973	0.45	437.85
Pickerelweed (4" pot)	1,946	0.45	875.70
Arrowhead (4" pot)	1,946	0.45	875.70
Soft stem bulrush (4" pot)	2,270	0.50	1,135.00
Alligator flag (4" pot)	1,297	0.50	648.50
Golden canna (4" pot)	1,183	0.45	532.35
Sandweed (4" br)	1,578	2.65	4,181.70
Blue flag iris (4" pot)	394	0.50	197.00
Soft rush (4" pot)	1,578	0.50	789.00
Sand cordgrass (4" br)	2,367	0.75	1,775.25
Subtotal C-1			11,448.05
Wetland Creation Area C-2 0.25 acres			
Knotted spikerush (4" br)	131	0.45	58.95
Pickerelweed (4" pot)	261	0.45	117.45
Arrowhead (4" pot)	261	0.45	117.45
Soft stem bulrush (4" pot)	305	0.50	152.50
Alligator flag (4" pot)	174	0.50	87.00
Golden canna (4" pot)	51	0.50	25.50
Sandweed (4" br)	68	2.65	180.20
Blue flag iris (4" pot)	17	0.50	8.50
Soft rush (4" pot)	68	0.50	34.00
Sand cordgrass (4" br)	102	0.75	76.50
Subtotal area C-2			858.05
Wetland Creation Area C-3 0.86 acres			
Knotted spikerush (4" br)	138	0.45	62.10
This bid will be honored for 60 days from the above date. If bid is accereturn	epted, please sign and		

Phone # Fax # (813) 264-5957

Page 1 52

Proposal

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Date	Proposal #	
3/20/2017	1718A	

Contractor Ali Hasbini Cypress Preserve 841 LLC 3658 Erindale Drive Valrico, FL 33596

Project Name

Cypress Preserve Wetland Creation Mitigation Installation Proposal

Description	Qty	Cost	Total
Pickerelweed (4" pot)	276	0.45	124.20
Arrowhead (4" pot)	276	0.45	124.20
Soft stem bulrush (4" pot)	322	0.50	161.00
Alligator flag (4" pot)	184	0.50	92.00
Golden canna (4" pot)	486	0.50	243.00
Sandweed (4" br)	649	2.65	1,719.85
Blue flag iris (4" pot)	162	0.50	81.00
Soft rush (4" pot)	649	0.50	324.50
Sand cordgrass (4" br)	973	0.75	729.75
Subtotal C-3			3,661.60
Wetland Creation Area C-4 0.81 acres			
Knotted spikerush (4" br)	152	0.45	68.40
Pickerelweed (4" pot)	305	0.45	137.25
Arrowhead (4" pot)	305	0.45	137.25
Soft stem bulrush (4" pot)	356	0.50	178.00
Alligator flag (4" pot)	203	0.50	101.50
Golden canna (4" pot)	436	0.50	218.00
Sandweed (4" br)	581	2.65	1,539.65
Blue flag iris (4" pot)	145	0.50	72.50
Soft rush (4" pot)	581	0.50	290.50
Sand cordgrass (4" br)	871	0.75	653.25
Subtotal C-4			3,396.30
Wetland Creation Area C-5 2.88 acres, Plus			
additional C-5 3.75 acres			
Knotted spikerush (4" br)	835	0.45	375.75
Pickerelweed (4" pot)	1,670	0.45	751.50
Arrowhead (4" pot)	1,670	0.45	751.50
Soft stem bulrush (4" pot)	1,948	0.50	974.00
Alligator flag (4" pot)	1,113	0.50	556.50
This bid will be honored for 60 days from the above date. If bid is ac	ccepted, please sign and	T - 4 - 1	
return		Total	

Phone #	Fax #
(813) 264-5859	(813) 264-5957

Page 2 53

Proposal

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Date	Proposal #		
3/20/2017	1718A		

Contractor	
Ali Hasbini	
Cypress Preserve 841 LLC	
3658 Erindale Drive	
Valrico, FL 33596	

Cypress Preserve Wetland Creation Mitigation Installation Proposal

Description	Qty	Cost	Total
Golden canna (4" pot)	1,256	0.50	628.00
Sandweed (4" br)	1,675	2.65	4,438.75
Blue flag iris (4" pot)	419	0.50	209.50
Soft rush (4" pot)	1,675	0.50	837.50
Sand cordgrass (4" br)	2,512	0.75	1,884.00
Add'l C-5 3.75 acres			
Knotted spikerush (4" br)	1,067	0.45	480.15
Pickerelweed (4" pot)	2,134	0.45	960.30
Arrowhead (4" pot)	2,134	0.45	960.30
Soft stem bulrush (4" pot)	2,490	0.50	1,245.00
Alligator flag (4" pot)	1,423	0.50	711.50
Golden canna (4" pot)	1,655	0.50	827.50
Sandweed (4" br)	2,207	2.65	5,848.55
Blue flag iris (4" pot)	552	0.50	276.00
Soft rush 94" pot)	2,207	0.50	1,103.50
Sand cordgrass (4" br)	3,311	0.75	2,483.25
Subtotal for both areas C-5			26,303.05
Forested Swamp & Upland Enhancement Areas Wetland Enhancement Area E-1 1.85 acres			
Pickerelweed (4" br)	639	0.45	287.55
Arrowhead (4" pot)	639	0.45	287.55
Alligator flag (4"pot)	426	0.50	213.00
Soft stem bulrush (4" pot)	745	0.50	372.50
Buttonbush (1g)	192	2.55	489.60
Dahoon holly (1g)	153	2.55	390.15
Black gum (1g)	172	2.55	438.60
Pond cypress (1g)	19	2.55	48.45
Iris (4" pot)	240	0.50	120.00
Soft rush (4" pot)	958	0.50	479.00
This bid will be honored for 60 days from the above date. If bid is a	ccepted, please sign and		

This bid will be honored for 60 days from the above date. If bid is accepted, please sign and return

Total

Phone #	Fax #
(813) 264-5859	(813) 264-5957

Page 3 54

Proposal

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Date	Proposal #
3/20/2017	1718A

Contractor	
Ali Hasbini	
Cypress Preserve 841 LLC	
3658 Erindale Drive	
Valrico, FL 33596	

Project Name

Cypress Preserve Wetland Creation Mitigation Installation Proposal

Smartweed (4" pot) Arrowhead (4" pot) Lizard's tail (4" pot) Sawgrass (4" br) Fetterbush (1g) Buttonbush (1g) American elm (3g) Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	719 719 240 719 1,437 431 22 129 43 22 323	0.50 0.45 0.50 0.75 2.55 2.55 7.30 7.30 7.30	359.50 323.55 120.00 539.25 3,664.35 1,099.05 160.60 941.70
Arrowhead (4" pot) Lizard's tail (4" pot) Sawgrass (4" br) Fetterbush (1g) Buttonbush (1g) American elm (3g) Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	240 719 1,437 431 22 129 43 22	0.50 0.75 2.55 2.55 7.30 7.30	120.00 539.25 3,664.35 1,099.05 160.60
Lizard's tail (4" pot) Sawgrass (4" br) Fetterbush (1g) Buttonbush (1g) American elm (3g) Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	719 1,437 431 22 129 43 22	0.75 2.55 2.55 7.30 7.30	539.25 3,664.35 1,099.05 160.60
Sawgrass (4" br) Fetterbush (1g) Buttonbush (1g) American elm (3g) Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	1,437 431 22 129 43 22	2.55 2.55 7.30 7.30	3,664.35 1,099.05 160.60
Fetterbush (1g) Buttonbush (1g) American elm (3g) Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	431 22 129 43 22	2.55 7.30 7.30	1,099.05 160.60
Buttonbush (1g) American elm (3g) Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	22 129 43 22	7.30 7.30	160.60
American elm (3g) Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	129 43 22	7.30	
Red maple (3g) Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	43 22		0/1 70
Dahoon holly (3g) Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	22	7.30	2 4 1./∪
Sweet bay (3g) Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)			313.90
Pond cypress (3g) Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	222	7.30	160.60
Bushy bluestem (4" pot) Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	323	7.30	2,357.90
Beautyberry (4" pot) Sand cordgrass (4" pot) Wax myrtle (1g)	610	0.75	457.50
Sand cordgrass (4" pot) Wax myrtle (1g)	610	1.75	1,067.50
Wax myrtle (1g)	305	0.75	228.75
	203	2.55	517.65
Saw palmetto (1g)	220	7.30	1,606.00
Laurel oak (3g)	9	7.30	65.70
Sweet gum (3g)	9	7.30	65.70
Slash pine (3g)	37	7.30	270.10
Subtotal E-1			17,445.70
Wetland Enhancement Area E-2 13.47 acres			
Pickerelweed (4" br)	3,470	0.45	1,561.50
Arrowhead (4" pot)	3,470	0.45	1,561.50
Alligator flag (4" pot)	2,314	0.50	1,157.00
Soft stem bulrush (4" pot)	4,049	0.50	2,024.50
Buttonbush (1g)	1,041	2.55	2,654.55
Dahoon holly (1g)	833	2.55	2,124.15
Black gum (1g)	937	2.55	2,389.35
Pond cypress (1g)	104	2.55	265.20

return

Phone #	Fax #
(813) 264-5859	(813) 264-5957

Page 4 55

Proposal

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Date	Proposal #
3/20/2017	1718A

Contractor	
Ali Hasbini	
Cypress Preserve 841 LLC	
3658 Erindale Drive	
Valrico, FL 33596	

Project Name	
--------------	--

Cypress Preserve Wetland Creation Mitigation Installation Proposal

Description	Qty	Cost	Total
Iris (4" pot)	2,681	0.50	1,340.50
Soft rush (4" pot)	10,725	0.50	5,362.50
Smartweed (4" pot)	8,044	0.50	4,022.00
Arrowhead (4" pot)	8,044	0.45	3,619.80
Lizard's tail (4" pot)	2,681	0.50	1,340.50
Sawgrass (4" br)	8,044	0.75	6,033.00
Fetterbush (1g)	16,088	2.55	41,024.40
Buttonbush (1g)	4,826	2.55	12,306.30
American elm (3g)	241	7.30	1,759.30
Red maple (3g)	1,488	7.30	10,862.40
Dahoon holly (3g)	483	7.30	3,525.90
Sweet bay (3g)	241	7.30	1,759.30
Pond cypress (3g)	3,620	7.30	26,426.00
Subtotal E-2			133,119.65
Wetland Enhancement Area E-3 1.80 acres			0.00
Pickerelweed (4" br)	1,016	0.45	457.20
Arrowhead (4" pot)	1,016	0.45	457.20
Alligator flag (4" pot)	678	0.50	339.00
Soft stem bulrush (4" pot)	1,186	0.50	593.00
Buttonbush (1g)	305	2.55	777.75
Dahoon holly (1g)	244	2.55	622.20
Black gum (1g)	274	2.55	698.70
Pond cypress (1g)	30	2.55	76.50
Iris (4" pot)	237	0.50	118.50
Soft rush (4" pot)	949	0.50	474.50
Smartweed (4" pot)	711	0.50	355.50
Arrowhead (4" pot)	711	0.45	319.95
Lizard's tail (4" pot)	237	0.50	118.50
Sawgrass (4" br)	711	0.75	533.25
This bid will be honored for 60 days from the above date. If bid is a	accepted, please sign and	Total	

This bid will be honored for 60 days from the above date. If bid is accepted, please sign and return

Total

Phone #	Fax #
(813) 264-5859	(813) 264-5957

Page 5 56

Proposal

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Date	Proposal #
3/20/2017	1718A

Contractor	
Ali Hasbini	
Cypress Preserve 841 LLC	
3658 Erindale Drive	
Valrico, FL 33596	

Pro	ject iva	ame		
			-	

Cypress Preserve Wetland Creation Mitigation Installation Proposal

Description	Qty	Cost	Total
Fetterbush (1g)	1,423	2.55	3,628.65
Buttonbush (1g)	427	2.55	1,088.85
American elm (3g)	21	7.30	153.30
Red maple (3g)	128	7.30	934.40
Dahoon holly (3g)	43	7.30	313.90
Sweet bay (3g)	21	7.30	153.30
Pond cypress (3g)	320	7.30	2,336.00
Bushy bluestem (4" pot)	174	0.75	130.50
Beautyberry (4" pot)	174	1.75	304.50
Sand cordgrass (4" pot)	87	0.75	65.25
Wax myrtle (1g)	58	2.55	147.90
Saw palmetto (1g)	63	7.30	459.90
Laurle oak (3g)	3	7.30	21.90
Sweet gum (3g)	3	7.30	21.90
Slash pine (3g)	10	7.30	73.00
Subtotal E-3			15,775.00
Wetland Enhancement Area E-4 2.72 acres			
Pickerelweed (4" br)	799	0.45	359.55
Arrowhead (4" pot)	799	0.45	359.55
Alligator flag (4" pot)	532	0.50	266.00
Soft stem bulrush (4" pot)	932	0.50	466.00
Buttonbush (1g)	240	2.55	612.00
Dahoon holly (1g)	192	2.55	489.60
Black gum (3g)	24	7.30	175.20
Pond cypress (3g)	216	7.30	1,576.80
Iris (4" pot)	525	0.50	262.50
Soft rush (4" pot)	2,101	0.50	1,050.50
Smartweed (4" pot)	1,575	0.50	787.50
Arrowhead (4" pot)	1,575	0.50	787.50
This bid will be honored for 60 days from the above date. If bid is return	s accepted, please sign and	Total	

This bid will be honored for 60 days from the above date. If bid is accepted, please sign and return

Total

Phone #	Fax #
(813) 264-5859	(813) 264-5957

Page 6 57

Proposal

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Date	Proposal #
3/20/2017	1718A

Contractor Ali Hasbini

Cypress Preserve 841 LLC 3658 Erindale Drive Valrico, FL 33596

Project Name

Cypress Preserve Wetland Creation Mitigation Installation Proposal

Description	Qty	Cost	Total
Lizard's tail (4" pot)	525	0.50	262.50
Sawgrass (4" br)	1,575	0.75	1,181.25
Fetterbush (1g)	3,151	2.55	8,035.05
Buttonbush (1g)	945	2.55	2,409.75
American elm (3g)	47	7.30	343.10
Red maple (3g)	284	7.30	2,073.20
Dahoon holly (3g)	95	7.30	693.50
Sweet bay (3g)	47	7.30	343.10
Pond cypress (3g)	709	7.30	5,175.70
Subtotal E-4			27,709.85
Wetland Enhancement Area E-5 1.80 acres			
Pickerelweed (4" br)	1,060	0.45	477.00
Arrowhead (4" pot)	1,060	0.45	477.00
Alligator flag (4" pot)	707	0.50	353.50
Soft stem bulrush (4" pot)	1,237	0.50	618.50
Buttonbush (1g)	318	2.55	810.90
Dahoon holly (1g)	254	2.55	647.70
Black gum (1g)	286	2.55	729.30
Pond cypress (1g)	32	2.55	81.60
Iris (4" pot)	215	0.50	107.50
Soft rush (4" pot)	862	0.50	431.00
Smartweed (4" pot)	646	0.50	323.00
Arrowhead (4" pot)	646	0.45	290.70
Lizard's tail (4" pot)	215	0.50	107.50
Sawgrass (4" br)	646	0.75	484.50
Fetterbush (1g)	1,292	2.55	3,294.60
Buttonbush (1g)	388	2.55	989.40
American elm (3g)	19	7.30	138.70
Red maple (3g)	116	7.30	846.80
This hid will be honored for 60 days from the above date. If hid is accented, please sign and			

This bid will be honored for 60 days from the above date. If bid is accepted, please sign and return

Total

Phone #	Fax #
(813) 264-5859	(813) 264-5957

Page 7 58

Proposal

5121 Ehrlich Road, Suite 103A Tampa, FL 33624

Date	Proposal #
3/20/2017	1718A

Contractor
Ali Hasbini
Cypress Preserve 841 LLC
3658 Erindale Drive
Valrico, FL 33596

Project Name Cypress Preserve Wetland Creation Mitigation Installation Proposal

Description	Qty	Cost	Total
Dahoon holly (3g)	39	7.30	284.70
Sweet bay (3g)	19	7.30	138.70
Pond cypress (3g)	291	7.30	2,124.30
Bushy bluestem (4" pot)	261	0.75	195.75
Beautyberry (4" pot)	261	1.75	456.75
Sand cordgrass (4" pot)	131	0.75	98.25
Wax myrtle (1g)	87	2.55	221.85
Saw palmetto (1g)	94	7.30	686.20
Laurel oak (3g)	4	7.30	29.20
Sweet gum (3g)	4	7.30	29.20
Slash pine (3g)	16	7.30	116.80
Subtotal E-5			15,590.90
Total for all planting			255,308.15
C. Maintenance quarterly for 3 years	12	2,400.00	28,800.00
D. Monitoring semi-annually for 3 years	6	850.00	5,100.00
E. Optional Monitoring & Maintenance			
1. additional maintenance for years 4 & 5 -	8	2,400.00	19,200.00
quarterly events			
2. additional monitoring for years 4 & 5 -	4	850.00	3,400.00
semi-annual			
If proposal is accepted, please sign and return:			
This bid will be honored for 60 days from the above date. If bid is a return	ccepted, please sign and	Total \$	311,808.15

Phone #	Fax #
(813) 264-5859	(813) 264-5957

Page 8 59

EXHIBIT "B"

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 **DEFINITIONS**

- 1.1.1 THE CONTRACT DOCUMENTS. The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, the Specifications for Construction, Schedule of Estimated Quantities and Unit Prices, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Sub-paragraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement to Bid, the Instructions to Bidders, the Contractor's Proposal or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Agreement.
- 1.1.2 THE CONTRACT. The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Developer or the Engineer and a Subcontractor or Sub-subcontractor.
- 1.1.3 <u>THE WORK</u>. The Work comprises the required wetland creation mitigation installation by the Contract Documents and includes all labor necessary to provide such planting, reporting, maintenance and monitoring as well as all materials and equipment incorporated or to be incorporated for such wetland creation mitigation.
- 1.1.4 <u>THE PROJECT</u>. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or part.

- 1.1.5 <u>THE PERMIT</u>. The Permit or permits, issued by the governmental entity or entities having jurisdiction over the site or the Work, which authorizes the commencement of construction of the Work in accordance with the Drawings and Specifications.
- 1.1.6 <u>PROVIDED</u>. The term "provided" as used in the Contract shall mean the furnishing of labor, supervision, tools, materials, supplies, equipment, shop drawings, catalogs, brochures, together with any other services and/or accessory items necessary to perform the Work and produce an item, system or component of the Project.

1.2 EXECUTION, CORRELATION AND INTENT

- 1.2.1 The Contract Documents shall be signed in not less than duplicate by the Developer and Contractor.
- 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, reviewed conditions of all relevant approvals and permits, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. Execution of the Contract will be construed as evidence that such an examination has been made. Later claims for labor, equipment or materials required for difficulties encountered, which could have been foreseen had such examination been made, will not be allowed.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.2.4 The organization of the Specifications into divisions sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent or Work to be performed by any trade.
- 1.2.5 In the event of a conflict between the various Contract Documents, Contract Documents shall be given relative precedence as follows:
 - .1 The Agreement shall take precedence over all other Contract Documents.
 - .2 Drawings and Specifications shall take precedence over all other Contract Documents except for the Agreement.
 - .3 The General Conditions and Supplementary Conditions thereto shall take precedence over all other Contract Documents except for the Agreement and the Drawings and Specifications.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the Contractor or the Engineer are and shall remain the property of the Developer. Further, the Contractor shall, upon final completion, provide the Developer with a set of "as-built" Drawings and Specifications accurately reflecting plantings and changes occurring during construction prepared to a detail reasonably required by the Developer and governmental agencies overseeing the work.

ARTICLE 2

ENGINEER

2.1 **DEFINITION**

2.1.1 The Engineer is the lawfully licensed professional engineer, or an entity lawfully practicing engineering, identified as such in the Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

ARTICLE 3

DEVELOPER

3.1 <u>DEFINITION</u>

3.1.1 The Developer is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Developer means the Developer or its authorized representative.

3.3 <u>DEVELOPER'S RIGHT TO STOP THE WORK</u>

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Developer, by a written order signed personally or by an agent specifically so empowered by the Developer in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Developer to stop the Work shall not give rise to any duty on the party of the Developer to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 <u>DEVELOPER'S RIGHT TO CARRY OUT THE WORK</u>

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Developer to commence and continue correction of such default or neglect with diligence and promptness, the Developer may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Developer.

ARTICLE 4

CONTRACTOR

4.1 **DEFINITION**

4.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall at once report to the Developer anything contained within the Contract Documents that is contrary to local codes, laws, statutes, regulations, and zoning requirements.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.
- 4.3.2 The Contractor shall be responsible to the Developer for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.4 <u>LABOR AND MATERIAL</u>

- 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 4.4.3 Unless otherwise expressly provided in the Contract, reference to any equipment, material, article or process, by trade name, make or catalog number, shall mean that Contractor shall furnish such materials and items exactly as provided for. The Contractor shall itemize any proposed substitutions together with any proposed change in the Contract Sum which would result from the acceptance by the Developer of the proposed substitution. The Contractor shall furnish to the Developer for its prior written approval the name of the manufacturer, the model number and other identifying data and information in respect to the performance, capacity, nature and rating of the substitution or other equipment which the Contractor contemplates incorporating in the Work. When so directed by Developer, samples shall be submitted for approval at the Contractor's expense, with all shipping and charges prepaid. Substitutions installed or used without required prior written approval may be rejected, at the sole option of the Developer.
- 4.5 <u>INTENTIONALLY OMITTED.</u>
- 4.6 <u>INTENTIONALLY OMITTED.</u>
- 4.7 INTENTIONALLY OMITTED.
- 4.8 <u>INTENTIONALLY OMITTED.</u>
- 4.9 SUPERINTENDENT
- 4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be so confirmed on written request in each case.
- 4.10 <u>INTENTIONALLY OMITTED.</u>
- 4.11 <u>INTENTIONALLY OMITTED.</u>
- 4.12 <u>INTENTIONALLY OMITTED.</u>
- 4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 INTENTIONALLY OMITTED.

4.15 <u>CLEANING UP</u>

- 4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.15.2 If the Contractor fails to clean up at the completion of his Work, the Developer may do so as provided in Paragraph 3.4 and the costs thereof shall be charged to the Contractor.

4.16 <u>INTENTIONALLY OMITTED.</u>

4.17 <u>INTENTIONALLY OMITTED.</u>

4.18 <u>INDEMNIFICATION</u>

- 4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Developer and the Engineer and their agents and employees from and against all claims, damages, losses, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or failing to comply with the terms and conditions of permits and governmental licenses or failing to comply with all applicable laws and regulations, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.
- 4.18.2 In any and all claims against the Developer or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 Notwithstanding anything to the contrary herein in the Contact, Contractor's indemnification hereunder shall not exceed Ten Million Dollars (\$10,000,000.00) and such limitation shall be part of the Specifications. All references to attorneys' fees in this Article shall include such attorneys' fees for appeals, administrative hearings, any arbitration proceedings, or any other legal proceedings. The first five hundred dollars (\$500.00) of the Contract Sum constitutes separate specific consideration for all indemnity obligations under the Contract Documents. The Contractor hereby acknowledges compliance with Florida Statute 725.06. In addition, so much of the money due to the Contractor under the Contract as is considered necessary by the Developer may be retained by the Developer or, in case no money is due, the Contractor's surety shall be liable hereunder until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been settled or resolved by judicial determination or binding settlement. Provided further, it is specifically agreed between the parties that it is not intended by any of the provisions of any part of the Contract to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

ARTICLE 5

SUBCONTRACTORS

INTENTIONALLY OMITTED.

ARTICLE 6

WORK BY DEVELOPER OR BY SEPARATE CONTRACTORS

INTENTIONALLY OMITTED.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Developer and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns

Page 7 of 19

and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Developer, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of Developer. Provided, the Developer may assign the Contract without restriction.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4. CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 <u>INTENTIONALLY OMITTED.</u>

7.6 RIGHTS AND REMEDIES

- 7.6.1 The duties and obligations imposed by the Contract Documents on the Contractor and the rights and remedies available thereunder to the Developer shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 7.6.2 No action or failure to act by the Developer, Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 INTENTIONALLY OMITTED.

7.8 <u>DUTY TO CONTINUE WORK</u>

7.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or litigation, and the Developer shall continue to make payments to the Contractor in accordance with the Contract Documents.

Page 8 of 19

7.9 DEVELOPER'S RIGHT TO UTILIZE AND OCCUPY

Prior to Substantial Completion and so long as the Developer does not impede the Work of the Contractor and its subcontractors, employees, and agents, the Developer shall be allowed to utilize the Work for its intended purpose, and the Developer and its employees and agents shall be entitled to occupy portions of the Work and use such portions in the manner for which it is intended. Use and occupancy may, at the option of the Developer, include the installation of any equipment and furnishings belonging to the Developer.

ARTICLE 8

TIME

8.1 **DEFINITIONS**

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.
- 8.1.2 The Date of Commencement of the Work is the date set forth at Article 3 of the Agreement.
- 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Developer can occupy or utilize the work or designated portion thereof for the use for which it is intended. The criteria for determining the date for Substantial Completion, in addition to the above, shall include, but shall not be limited to, the following: (a) the issuance of a certificate of occupancy if applicable to this Work by the appropriate governmental body as to all the work or designated portion thereof; (b) the ability of the Developer to occupy and use all the work without being impeded by any Work of the Contractor, except for punch list items determined by the Developer; (c) satisfactory completion of final inspections and all tests required by the county.
- 8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 8.2.2 The Contractor shall begin the Work on the Date of Commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 <u>DELAYS AND EXTENSIONS OF TIME</u>

- 8.3.1 If a Contractor is delayed at any time in the progress of the Work by any act or neglect of the Developer, or by any employee thereof, or by any separate contractor employed by the Developer, or by changes ordered in the Work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays in delivery of materials and equipment beyond the control of Contractor, then the Contract Time shall be extended by Change Order for such reasonable time as the Developer may determine. Provided further that the Contractor specifically acknowledges that it has estimated and planned for a minimum of twenty (20) days of adverse weather conditions (preventing all Work), prior to entering into the Contract and accepting the limitations relating to time of Substantial Completion set forth in Article 3 of the Agreement. Accordingly, Contractor shall not be entitled to any change in the time required for Substantial Completion based on such adverse weather conditions until such conditions cause delay for a period of time in excess of the twenty (20) days planned.
- 8.3.2 Any claim for extension of time shall be made in writing to the Engineer not more than fifteen (15) days after commencement of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.
- 8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
- 8.3.4 Time is of the essence in the Work provided for in these Contract Documents. Further, there will be, on the part of the Developer, considerable monetary damage in the event the Work provided for in these Contract Documents is not completed by the Contractor within the time fixed for Substantial Completion of the Work. Accordingly, it is understood and agreed by the Contractor that the liquidated damages for each and every day the time consumed in completing the Work exceeds the time allowed for therefor shall be the amount specified in Article 3 of the Agreement. This amount shall in no event, be considered as a penalty or otherwise but as liquidated and adjusted damages of the Developer because of said delay (actual damages as of the date hereof being unascertainable) and the Contractor shall be liable therefor. Provided further, that such liquidated damages, if any, may be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties of the Contractor, if any, shall be liable therefor. Said liquidated damages shall be payable by the Contractor to the Developer under the provisions of Paragraph 14.2 of the General Conditions, and shall not preclude recovery of damages by the Developer under other provisions of the Contract Documents, except those for delays in Substantial Completion. This provision for liquidated damages shall in no manner effect the Developer's right to terminate the Contract as provided in Paragraph 14.2 of the General Conditions or elsewhere in the Contract Documents.

The Contractor's exercise of a right to terminate shall not relieve the Contractor from its obligation to pay said liquidated damages from the retainage held by the Developer or from any other amount due to the Contractor from the Developer. Any excess of such liquidated damages over the amount due the Contractor from the Developer shall become immediately due and payable.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments thereto, is the total amount payable by the Developer to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Applications for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Developer may require. This schedule shall be used only as a basis for the Contractor's Applications for Payment. For each portion of the Work, this schedule of values shall detail the applicable quantities and unit prices of each item reflected on the Schedule of Estimated Quantities and Unit Prices.

9.3 APPLICATION FOR PAYMENT

- 9.3.1 After the twenty-fifth (25th) day of the month, the Contractor shall submit to the Developer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Developer may require, and reflecting retainage, if any as provided elsewhere in the Contract Documents.
- 9.3.2 A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Developer to determine Contractor's right to payment in compliance with the Florida Mechanics' Lien Law. Each payment request shall include properly executed waivers of lien in conformity with the information set forth on the properly completed Contractor's Affidavit. In the event that the Engineer and the Developer are satisfied with the Contractor's payment procedures, Engineer may accept partial waivers of the lien of subcontractors and suppliers who were included in the immediate preceding payment. Contractor shall submit the waivers on a current basis, but Engineer may not allow subcontractors and suppliers to be no more than one payment late in their partial waivers.

9.5 PROGRESS PAYMENTS

Developer shall make payment in the manner and within the time provided in the Contract Documents.

9.6 PAYMENTS WITHHELD

INTENTIONALLY OMITTED.

9.7 FAILURE OF PAYMENT

9.7.1 If the Developer does not pay the Contractor within ten (10) days after the date established in the Contract Documents any amount to which no written objection has been made by the Developer may upon seven (7) additional days written notice to the Developer, stop the Work until payment of the amount owing has been received.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Developer, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Developer and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Developer and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Developer shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly

make such inspection and, when he finds the Work acceptable under the Contract documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled. Notwithstanding anything in the Contract seemingly to the contrary, the Work shall be acceptable for maintenance, or approved for full operation, by all applicable governmental entities.

- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Developer might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3), if required by the Developer, other data establishing payment or satisfaction for all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Developer. If any Subcontractor refuses to furnish a release or waiver required by the Developer, the Contractor may furnish a bond satisfactory to the Developer to indemnify him against any such lien and to assure payment of such claim. If any such claim or lien remains unsatisfied after all payments are made the Contractor shall refund to the Developer all moneys that the latter may be compelled to pay in discharging such lien and so satisfying such claim, including all costs and reasonable attorneys' fees.
- 9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Developer shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.9.4 The making of final payment shall constitute a waiver of all claims by the Developer except those arising from:
 - .1 unsettled liens or claims of third parties,
 - .2 faulty or defective work appearing after Substantial Completion,
 - .3 failure of the Work to comply with the requirements of the Contract Documents, or

- .4 terms of any special warranties required by the Contract Documents.
- 9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their Work.

10.3 <u>EMERGENCIES</u>

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 During the term of the contract, the Contractor shall, at its own expense, purchase and maintain the following insurance in companies properly licensed in the state of Florida and satisfactory to the Developer:
 - .1 Workers and Workmen's Compensation including occupational disease and employer's liability insurance.
 - a. Statutory-amounts and coverages required by Florida law.
 - b. Employer's liability-at least five hundred thousand dollars (\$500,000.00) per each accident.

- .2 Comprehensive General Liability, including coverage for direct operations, sublet Work, contractual liability and completed operations and products liability with limits not less than those stated above.
 - a. Bodily injury liability-including personal injury of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) per occurrence.
 - b. Property damage liability of five hundred thousand dollars (\$500,000.00) for each occurrence and five hundred thousand dollars (\$500,000.00) in the aggregate.

Property Damage Liability Insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after the final acceptance of the Work.

- .3 If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits and specified above at 11.1.1.1 and 11.1.1.2.
- .4 Comprehensive Automobile Liability Insurance, including coverage for owned, nonowned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence.
 - b. Property damage liability of two hundred fifty thousand dollars (\$250,000.00) for each occurrence.
- .5 In addition to all coverage above, the Contractor shall furnish Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.
- 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. All insurance shall be in the form of "occurrence" type insurance which shall provide coverage for all claims arising from events occurring during the term of the required policies regardless of when such claim is made. All insurance shall remain in force until date of final payment and shall name the Developer as an additional insured.

- 11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor' obligations under Paragraph 4.18.
- 11.1.4 Certificates of Insurance Acceptable to the Developer shall be filed with the Developer prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or modified until at least thirty days' prior written notice has been given to the Developer and shall reflect that the Developer is an additional named insured under all required policies.

11.2 <u>DEVELOPER'S LIABILITY INSURANCE</u>

11.2.1 The Developer shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE -INTENTIONALLY OMITTED.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

- 12.1.1 A Change Order is a written order to the Contractor signed by the Developer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
- 12.1.2 The Developer, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Developer resulting from a change in the Work shall be determined in one or more of the following ways:
 - .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 by unit prices stated in the Schedule of Estimated Quantities and Unit Prices or subsequently agreed upon in writing;

- .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 by the method provided in Subparagraph 12.1.4.

12.2 CONCEALED CONDITIONS -INTENTIONALLY OMITTED.

12.3 INTENTIONALLY OMITTED.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

INTENTIONALLY OMITTED.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.1 If through no fault of Contractor, Developer fails to pay Contractor any sum finally determined under the Contract to be due, then Contractor may, upon fourteen (14) days written notice to Developer (and provided Developer does not within such notice period pay such sum) terminate the Contract. Upon such termination, Contractor shall be entitled to payment for all Work performed according to its pro rata share of the Contract Sum (based on work completed in relation to all Work required under the Contract Documents). The provisions of this Paragraph
- 14.1 shall not relieve the Contractor of its obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Developer.
- 14.1.2 In no event shall Contractor be entitled to recovery of damages or restitution in excess of the Contract Sum.

14.2 <u>TERMINATION BY DEVELOPER</u>

14.2.1 Developer shall have the right to terminate the Contract upon failure of Contractor to cure any of the following defaults after fourteen (14) calendar days written notice:

- .1 Failure to commence the Work in accordance with the provisions of the Contract.
- .2 Failure to prosecute the Work to completion thereof in an efficient workmanlike, skillful, careful manner and in strict accordance with Contract Documents.
- .3 Failure to use adequate amount and quality of personnel or equipment to complete the Work without undue delay.
- .4 Allowing any condition to exist which will prevent the completion of the Work within the time specified in the Contract Documents or any extension thereof.
- .5 Failure to perform any of its obligations under the Contract Documents.

In the event of the occurrences described above, the Developer may do one or more or the following at its sole option:

- .7 Terminate the Contract.
- 14.2.2 Where Contractor's services have been terminated by Developer, termination shall not affect any rights of Developer against Contractor then existing or which may thereafter accrue. In particular, without limiting the generality of the foregoing, by such termination, the Developer shall not be deemed to have waived any rights to insist upon timely submittal of any claims by Contractor. Any retention or payment of money due Contractor by Developer will not release Contractor from liability.
- 14.2.3 In the event of termination by Developer, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of completing Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Developer. In finishing the Work, the Developer shall seek competitive bids for the Work performed, provided he shall not be required to obtain the lowest price for the Work performed.
- 14.2.4 In the event of a breach of the Contract by the Contractor in a manner other than a failure to substantially complete the Work within the time prescribed in the Contract Documents, which would result in liquidated damages, the Developer shall be entitled to recover all damages incurred by the Developer as a result of said breach. In the event of such breach, Developer shall have the right to offset against any retainage or any other amounts due the Contractor any damages that the Developer has incurred. In the event of such breach, the Developer shall be paid for all costs, plus reasonable attorneys' fees (including attorneys' fees and costs for all

appeals and administrative proceedings) resulting from the enforcement of the Contract through legal proceedings or otherwise. Any and all suits for any and every breach of the Contract shall be instituted and maintained in any court of competent jurisdiction.

ARTICLE 15

MISCELLANEOUS

15.1 INTENTIONALLY OMITTED.

15.2 In connection with the performance of the Work under the Contract, the Contractor agrees not to discriminate against any subcontractor, employee or applicant for employment because of race, sex, religion, color, national origin or physical handicap. The Contractor will take affirmative action to ensure that applications are employed, and that employees are treated during employment without regard to race, color, physical handicap, religion, sex or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

OP ID: SC

ECOLO-1 DATE (MM/DD/YYYY)



CERTIFICATE OF LIABILITY INSURANCE

06/08/2017

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

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

	` '							
PRODUCER	rayin of Florida Inc	CONTACT Mary Jane Gwyn						
Tampa, FL 33672 Mary Jane Gwyn		PHONE (A/C, No, Ext): 813-226-1300	FAX (A/C, No): 813	No): 813-226-1313				
		E-MAIL ADDRESS: mgwyn@bbtampa.com	E-MAIL ADDRESS: mgwyn@bbtampa.com					
		INSURER(S) AFFORDING CO	NAIC #					
		INSURER A: WESTFIELD INSURANC	24112					
INSURED	Ecological Consultants, Inc.	INSURER B : Progressive Express Ins	10193					
	5121 Ehrlich Rd Ste 103-A Tampa, FL 33624	INSURER C: Valley Forge Ins Co	INSURER C: Valley Forge Ins Co					
	rampa, r = 00024	INSURER D : ROCKHILL INSURANCE	COMPANY	28053				
		INSURER E :						
		INSURER F:						

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL INSD		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$	2,000,000
		CLAIMS-MADE X OCCUR	X		CWP1920179	11/04/2016	11/04/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
								MED EXP (Any one person)	\$	1,000
								PERSONAL & ADV INJURY	\$	2,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	2,000,000
	X	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
	AUT	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В		ANY AUTO			08295508-5	11/04/2016	11/04/2017	BODILY INJURY (Per person)	\$	
		ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								, , , , , , , , , , , , , , , , , , , ,	\$	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
		DED RETENTION \$							\$	
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
С	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		WC254427313	11/01/2016	11/01/2017	E.L. EACH ACCIDENT	\$	1,000,000
	(Mar	ICER/MEMBER EXCLUDED? Indatory in NH)	N/ A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
Α	Crir	ne & Property			CWP1920179	11/04/2016	11/04/2017	See Notes		
D	Pro	f Liability			ENVP012057-02	12/31/2016	12/31/2017	See Notes		
DES	CDIDT	TION OF OPERATIONS / LOCATIONS / VEHIC	IES (A	COPI	101 Additional Pomarke Schodulo ma	y ho attached if mo	ro enaco ie rogui	rod)		

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

Cypress Preserve 841, LLC is an additional insured with regards to General Liability.

CERTIFICATE HOLDER		CANCELLATION
Cypress Preserve 841, LLC 3548 Erindale Drive	/PRPRE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Valrico, FL 33594		May Lu Guyn

NOTEPAD INSURED'S NAME Ecological Consultants, Inc. ECOLO-1 OP ID: SC

Employee Theft Limit- \$2,500 Deductible - \$0
Forgery or Alteration Limit - \$2,500 Deductible - \$0
Inside the Premises Limit - Theft of Money & Sec - \$5,000 Deductible-\$0
Outside the Premises - \$5,000 Deductible - \$0

Property: Blanket Building - \$282,000 Blanket Contents - \$14,800

Professional Liability Coverage (E&O and Pollution):
Each Professional Services Incident - \$2,000,000
Aggregate - \$2,000,000/ Deductible - \$5,000 / Claims Made
Pollution Liability \$1,000,000 Aggregate & Occurence \$2,500 deductible

General Liability - Blanket Additional Insured - CG2033 0413 and Blanket Waiver of Subrogatin CG2404A 0509

Equipment Floater - included in Package Policy All Risk - 100% Coinsurance; Actual Cash Value - \$19,000 Hardware PAGE 2

Date 06/08/2017

CONTRACTOR AGREEMENT

This Contractor Agreement (sometimes referred to as the "Agreement") is made, effective as of March 28th, 2017 (the "Effective Date") between Cypress Preserve 841, LLC, a Florida limited liability company ("Developer") and Universal Engineering Sciences (the "Contractor"):

Project:

Cypress Preserve

ARTICLE 1

THE CONTRACT DOCUMENTS

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the <u>material testing</u> of the Project, more particularly described in Exhibit "A".

ARTICLE 3

TIME OF COMMENCEMENT

The Work to be performed under this Contract shall be deemed commenced as of the Effective Date hereof which is sometimes referred to herein as the "Date of Commencement".

ARTICLE 4

CONTRACT SUM

The Developer shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, a lump sum price of <u>Eighty seven thousand thirty four dollars and fifty cents (\$87,034.50)</u> (the "Contract Sum").

{00060460.DOC/}

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment by the Contractor, the Developer shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 25th day of the month. The Developer shall, not later than 25 days following the receipt of proper Applications and Certificates for Payment, pay the Contractor the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work for the period covered by the Application for Payment.

Payments due and unpaid under the Contract Documents shall bear interest from the date and at a rate provided pursuant to Part VII of Chapter 218, Florida Statutes, the "Local Government Prompt Payment Act", as it may be amended.

ARTICLE 6

FINAL PAYMENT - INTENTIONALLY OMITTED

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Developer and the Contractor, are listed in Article 1 and, except for Modifications issued after the execution of this Agreement, are enumerated as follows:
- 1. This Agreement between the Developer and the Contractor and including exhibits, herein sometimes referred to as the Agreement or the Developer Contractor Agreement.
- 7.3 The Developer intends to establish a community development district pursuant to Chapter 190, Florida Statutes (a "CDD") to encompass the entire development. The Developer and Contractor understand, acknowledge, and agree that the Developer intends to assign the public infrastructure components of this Agreement to the CDD, and upon the CDD's assumption of the Developer's rights and obligations related to the public infrastructure components the Developer shall be released from the rights and obligations pertaining to the public infrastructure components.

- 7.4 The Contractor acknowledges that the developer may assign this Agreement to the CDD.
- 7.5 Proof of Insurance coverages set forth in the Contractor's Certificate of Liability Insurance is hereto as Exhibit "C".

This Agreement entered into effective as of the day and year first written above.

Universal Engineering Sciences

Cypress Preserve 841, I

Print Name: Mark Hardy Title: Vice Mest Cen By:_____ Name: Ali Hasbini

Title: Manager

Exhibit "A"

{00060460.DOC/}



March 28, 2017

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
 Fort Pierce
- Gainesville
- Jacksonville
- Jackson
- MiamiOcala
- Orlando (Headquarters)
- Palm Coast
- Penama City
- Pensacola
- Rockledge
- Sarasota
- Tifton
- West Palm Beach

Cypress Preserve 841, LLC 3658 Erindale Drive Valrico, FL 33594

Attention:

Cypress Preserve 841, LLC

Reference:

Cost Estimate for Materials Testing

Cypress Preserve Phase I-IV UES Proposal No.: 1465430

Dear Ms. Clark:

Universal Engineering Sciences is pleased to submit for your review, unit price fees along with an estimated quantity of services to be performed during the construction of this project. These quantities are based upon the review of the drawings along with typical test frequencies for projects of this type. Quantities can vary with construction scheduling practices, but we feel that these are reasonably close to what will actually be needed. Of course, you will only be invoiced for services performed at the unit price fees noted on the attached sheet (Exhibit I).

Based on our understanding of this project, we will provide the services listed below. We will be glad to provide any other services you request:

- Soil Compaction Testing
- Soil Limerock Bearing Ratio Testing
- Concrete Compressive Strength Testing
- Asphalt Thickness Testing
- Asphalt Extraction / Gradation Testing

We appreciate the opportunity to present this to you. Should you have any questions, or if we can be of further assistance, please contact us. We look forward to working with you on this project and projects in the future.

Sincerely,

Jonathan Knudsen, E.I.

Project Engineer

UNIVERSAL ENGINEERING SCIENCES, INC.

Enclosures:

Work Authorization/Proposal Acceptance Form Exhibit I, II, III, IV, and V Distribution of Reports General Conditions

DATE: _____

Page 2

	UNIVERSAL ENGINEERIN	G SCIENCES, INC.	
	Work Authorization / Prop	osal Acceptance Form	
IF PROPOS	BAL IS ACCEPTED PLEASE SIGN AI	ND RETURN THE FORM TO UNIV	/ERSAL
Universal Engineering Science describe the terms under which	s, Inc. (UES) is pleased to provide the the services will be provided and to ob	services described below. The putain formal authorization.	rpose of this document is to
PROJECT NAME:	Cypress Preserve Phase I-IV		
PROJECT LOCATION:	Cypress Preserve		
CLIENT NAME:	Cypress Preserve 841, LLC	Attn: Penny Clark	PHONE: 813-623-6777
CLIENT ADDRESS:	3658 Erindale Drive Valrico, FL 33594		FAX: 813-663-6724
E-MAIL ADDRESS:	oclark@ripatampa.com		
I. Scope of Serv	ices and Understanding of Proje		as indicated below)
Cost Estimate Phase		No.: 1465430	
Cost Estimate Phase)	. 200 204 6 204 2 200 200 200 200 200 200 200 200 2	\$28,932.75
Cost Estimate Phase)		\$22,307.25
Cost Estimate Phase	. N		\$22,370.25
Total Cost Estimate	N		\$13,424.25
Total Cost Estimate		***************************************	\$87,034.50
II. Contract Documents. Th	e following documents form part of	this Agreement and are incorpo	rated herein by referral:
 A. UES General Condition 			·
B. UES Proposal Dated:	March 28, 2017		
C. Plans, reports, specific	cations and other documents provided	by the Client prior to this Agreeme	nt date.
 D. Other exhibits marked 	and described as follows:		
E. In the event of any inc	consistency or conflict among the Contr	ract Documents, the provision in th	ne Contract Document
first listed above shall	govern. for payment. (To be completed by	C124\	
The state of the process and	ioi payment. (10 be completed by	Cilenti	
If the invoice is to be mailed for a	pproval to someone other than the acc	count charged, please indicate whe	ere, below:
		curity Number or	
Address:	City:		
	Title:	Zlp:	
	rties have caused this agreement to be		representatives
CLIENT		INIVERSAL ENGINEEDING SCH	ENCES INC.

Return Executed Copy to: Universal Engineering Sciences, Inc. 9802 Palm River Road, Tampa, FL 33619

__DATE: _____



EXHIBIT 1 SCOPE OF WORK AND COST ESTIMATE FOR MATERIALS TESTING SERVICES CYPRESS PRESERVE - PHASE I SITEWORK UES PROPOSAL NO: 1465430

UES TASK CODE	TASK DESCRIPTION	QTY	UNIT	UNIT	COST
10141	Modified Proctor	3	test	\$60.00	\$180.00
10101	Field Density Tests; Building Pad Fill / Footings (min. 5 per trip)	234	test	\$15.00	\$3,510.00
10101	Field Density Tests; Utility Line Backfill (min. 5 per trip)	760	test	\$15.00	\$11,400.00
10101	Fleld Density Tests; Other (min. 5 per trip)	0	test	\$15.00	\$0.00
10104	Limerock Bearing Ratio	12	test	\$200.00	\$2,400.00
10101	Field Density Tests; Parking Base / Sub-base / Fill (min. 5 per trip)	32	test	\$15.00	\$480.00
10301	Cast AND Test Cylinders, including Slump Test (5 cylinders per set)	14	set	\$65.00	\$910.00
10303	Additional Cylinders	0	test	\$12.00	\$0.00
10200	Auger Borings for 79G (1 per lot)	234	test	\$25.00	\$5,850.00
10401	Cast AND Test 3.5" x 3.5" x 7" Grout Prisms, incl' Slump Test (4 prisms per set)	0	set	\$85.00	\$0.00
10406	Cast AND Test 2" Masonry Mortar Cubes (6 cubes per set)	0	set	\$85.00	\$0.00
10502	Asphalt Extraction and Gradation	3	test	\$160.00	\$480.00
10505	Coring of Pavement (mobilization fee of \$125.00)	6	core	\$45.00	\$395.00
10507	Laboratory Testing of Asphalt Cores for Density	6	core	\$25.00	\$150.00
10716	Structural Steel Connection Observation	0	trip	\$200.00	\$0.00
10035	Project Manager	8	hour	\$80.00	\$640.00
10005	Principal Engineer, P.E.	4	hour	\$110.00	\$440.00
10050	Engineering Technician (not charged while other billable work is performed)	16	hour	\$45.00	\$720.00
				Total	\$27,555.00
			ative Ser		\$1,377.75
	Total Construction Material	s Testir	ig Cost E	stimate	\$28,932.75

EXHIBIT 2 SCOPE OF WORK AND COST ESTIMATE FOR MATERIALS TESTING SERVICES CYPRESS PRESERVE - PHASE II SITEWORK UES PROPOSAL NO: 1465430

UES TASK CODE	TASK DESCRIPTION	QTY.	UNIT	UNIT COST	COST
10141	Modified Proctor	3	test	\$60.00	
10101	Field Density Tests; Building Pad Fill / Footings (mln. 5 per trip)	208	test	\$15.00	\$3,120.0
10101	Field Density Tests; Utility Line Backfill (min. 5 per trip)	500	test	\$15.00	\$7,500.0
10101	Field Density Tests; Other (min. 5 per trip)	0	test	\$15.00	\$0.00
10104	Limerock Bearing Ratio	8	test	\$200.00	\$1,600.00
10101	Field Density Tests; Parking Base / Sub- base / Fill (min. 5 per trip)	20	test	\$15.00	\$300.00
10301	Cast AND Test Cylinders, including Slump Test (5 cylinders per set)	8	set	\$65.00	\$520.00
10303	Additional Cylinders	0	test	\$12.00	\$0.00
10200	Auger Borings for 79G (1 per lot)	208	test	\$25.00	\$5,200.00
10401	Cast AND Test 3.5" x 3.5" x 7" Grout Prisms, incl' Slump Test (4 prisms per set)	0	set	\$85.00	\$0.00
10406	Cast AND Test 2" Masonry Mortar Cubes (6 cubes per set)	0	set	\$85.00	\$0.00
10502	Asphalt Extraction and Gradation	3	test	\$160.00	\$480.00
10505	Coring of Pavement (mobilization fee of \$125.00)	6	core	\$45.00	\$395.00
10507	Laboratory Testing of Asphalt Cores for Density	6	core	\$25.00	\$150.00
10716	Structural Steel Connection Observation	0	trip	\$200.00	\$0.00
10035	Project Manager	8	hour	\$80.00	\$640.00
10005	Principal Engineer, P.E.	4	hour	\$110.00	\$440.00
10050	Engineering Technician (not charged while other billable work is performed)	16	hour	\$45.00	\$720.00
				Total	\$21,245.00
				Services 5%	\$1,062.25
	Total Construction Materi	als Tes	sting Co	st Estimate	\$22,307.25

EXHIBIT 3 SCOPE OF WORK AND COST ESTIMATE FOR MATERIALS TESTING SERVICES CYPRESS PRESERVE-PHASE III SITE WORK UES PROPOSAL NO: 1465430

UES TASK CODE	TASK DESCRIPTION	QTY	UNIT	UNIT	COST		
10141	Modified Proctor	3	test	\$60.00	\$180.00		
10101	Field Density Tests; Building Pad Fill / Footings (min. 5 per trip)	284	test	\$15.00	\$4,260.00		
10101	Field Density Tests; Utility Line Backfill (min. 5 per trip)	400	test	\$15.00	\$6,000.00		
10101	Field Density Tests; Other (min. 5 per trip)	0	test	\$15.00	\$0.00		
10104	Limerock Bearing Ratio	6	test	\$200.00	\$1,200.00		
10101	Field Density Tests; Parking Base / Sub-base / Fill (min. 5 per trip)	16	test	\$15.00	\$240.00		
10301	Cast AND Test Cylinders, including Slump Test (5 cylinders per set)	6	set	\$65.00	\$390.00		
10303	Additional Cylinders	0	test	\$12.00	\$0.00		
10200	Auger Borings for 79G (1 per lot)	284	test	\$25.00	\$7,100.00		
10401	Cast AND Test 3.5" x 3.5" x 7" Grout Prisms, incl' Slump Test (4 prisms per set)	0	set	\$85.00	\$0.00		
10406	Cast AND Test 2" Masonry Mortar Cubes (6 cubes per set)	0	set	\$85.00	\$0.00		
10502	Asphalt Extraction and Gradation	2	test	\$160.00	\$320.00		
10505	Coring of Pavement (mobilization fee of \$125.00)	4	core	\$45.00	\$305.00		
10507	Laboratory Testing of Asphalt Cores for Density	4	core	\$25.00	\$100.00		
10716	Structural Steel Connection Observation	0	trip	\$200.00	\$0.00		
10035	Project Manager	4	hour	\$80.00	\$320.00		
10005	Principal Engineer, P.E.	4	hour	\$110.00	\$440.00		
10050	Engineering Technician (not charged while other billable work is performed)	10	hour	\$45.00	\$450.00		
	Total						
				ervices 5%	\$1,065.25		
	Total Construction Materia	ls Test	ing Cos	st Estimate	\$22,370.25		

EXHIBIT 4 SCOPE OF WORK AND COST ESTIMATE FOR MATERIALS TESTING SERVICES CYPRESS PRESERVE - PHASE IV SITEWORK UES PROPOSAL NO: 1465430

UES TASK CODE	TASK DESCRIPTION	QTY	UNIT	UNIT	COST
10141	Modified Proctor	2	test	\$60.00	\$120.00
10101	Field Density Tests; Building Pad Fill / Footings (min. 5 per trip)	119	test	\$15.00	\$1,785.00
10101	Field Density Tests; Utility Line Backfill (min. 5 per trip)	340	test	\$15.00	\$5,100.00
10101	Field Density Tests; Other (min. 5 per trip)	0	test	\$15.00	\$0.00
10104	Limerock Bearing Ratio	4	test	\$200.00	\$800.00
10101	Field Density Tests; Parking Base / Sub-base / Fill (min. 5 per trip)	12	test	\$15.00	\$180.00
10301	Cast AND Test Cylinders, including Slump Test (5 cylinders per set)	6	set	\$65.00	\$390.00
10303	Additional Cylinders	0	test	\$12.00	\$0.00
10200	Auger Borings for 79G (1 per lot)	119	test	\$25.00	\$2,975.00
10401	Cast AND Test 3.5" x 3.5" x 7" Grout Prisms, incl' Slump Test (4 prisms per set)	0	set	\$85.00	\$0.00
10406	Cast AND Test 2" Masonry Mortar Cubes (6 cubes per set)	0	set	\$85.00	\$0.00
10502	Asphalt Extraction and Gradation	1	test	\$160.00	\$160.00
10505	Coring of Pavement (mobilization fee of \$125.00)	2	core	\$45.00	\$215.00
10507	Laboratory Testing of Asphalt Cores for Density	2	core	\$25.00	\$50.00
10716	Structural Steel Connection Observation	0	trip	\$200.00	\$0.00
10035	Project Manager	4	hour	\$80.00	\$320.00
10005	Principal Engineer, P.E.	3	hour	\$110.00	\$330.00
10050	Engineering Technician (not charged while other billable work is performed)	8	hour	\$45.00	\$360.00
	Total				
	Admotal Construction Materials			rices 5%	\$639.25
	stimate	\$13,424.25			

EXHIBIT V GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS TESTING SERVICES

Cypress Preserve Phase I-IV for

Cypress Preserve 841, LLC

NOTES:

ALL UNIT RATES ARE BASED ON PROVIDING SERVICES DURING NORMAL WORK HOURS (WEEKDAYS, 6:30 A.M. TO 4:30 P.M.). FIELD SERVICES THAT ARE RENDERED BEYOND NORMAL WORK HOURS AND ON HOLIDAYS AND WEEKENDS WILL BE BILLED AT 1.5 TIMES THE QUOTED HOURLY TECHNICIAN RATE OR THE TEST FEE, WHICHEVER IS APPLICABLE.

- Report preparation and typing services will be provided at a charge of 5% of total charges incurred on each invoice; in any event, we will not exceed the total Construction Services Department Testing budget (if applicable) unless verbal or written approval is received.
- 2. The Principal Engineer/ Project Manager's review time will be charged accordingly on a per report basis.
- 3. A minimum of five In-Place Density Tests per trip is required.
- 4. All hourly work requires a minimum of four hour call-out per trip.
- 5. Scheduled work requires 24 hours (excluding weekends) advance notice to the UES Dispatch Office. Work performed without advance notice will be termed RAPID RESPONSE SERVICES. Rapid Response Services will occur on a first come, first serve basis. An additional fee of 1 hour of technician time, or a fee multiplier of 1.5 (whichever is greater) will be charged for all Rapid Response Services.
- 6. Professional consultations and meetings will be invoiced at our standard unit rates.
- 7. Cancellation without notice and standby time will be invoiced at our standard unit rates.
- 8. One hour of technician time is included with the unit rate for concrete cylinders, cubes, beams and prisms. Any additional time required for testing (late concrete trucks, slow placement, etc.) will be charged at a standby rate of \$45.00 per hour.
- 9. All laboratory pricing is FOB Tampa Laboratory. There will be an additional charge of \$45.00 for trips made to the job site for the sole purpose of picking up samples.
- 10. The travel time associated with this project will be 0.5 hr. both from and returning to our UES Tampa Office.
- 11. Each technician visit to the jobsite will be invoiced at the hourly rate of \$45.00 per hour (including travel time of 0.5 hr. each way) OR the Unit Fee Rate for the number of tests performed during that visit, whichever is greater.

UES will not be responsible for scheduling our services and will not be responsible for tests that are not performed due to a failure to schedule our services on the project of any resulting damage.

DISTRIBUTION OF REPORTS

To ensure that all parties of interest receive all reports for the above listed project, we are requesting a list of distribution for all reports. Please indicate if reports should be forwarded via EMAIL or US MAIL.

Distribution 1: XUS Mail * (XEmail	Distribution	n 2: (US Mail	X Email
Company: Cypress Preserve 841, LLC	Company:	RIPA & Associ	iates
Attention: Penny Clark - Project Coordina	tor Attention:	Don Campbell	Project Manag
Address: c/o 1409 Tech Blvd, Ste 1 Tampa, FL 33619	Address:		
Phone No.: 813-623-6777	Phone No.:		
Fax No.:	Fax No.:		
E-Mail:pclark@ripatampa.com *Final Bound Reports via hard copy mail		dcampbell@ripata	mpa.com
Distribution 3: US Mail F Email	Distribution	1 4: V US Mail	Email
Company:	Company:		
Attention:	Attention:	4	
Address:	Address:_		
Phone No.:	Phone No.:		
Fax No.:	Fax No.:		
E-Mail:	E-Mail:		

As testing reports become available throughout the project, the email addresses provided will be used to distribute testing information in the most efficient manner. Upon project completion and / or client request, the US Mail addresses will be used to provide signed / sealed copies of testing reports.

The administrative fee of 5% includes distribution to up to four parties. Additional parties may be added upon request. The administrative fee will be increased 1% for each additional party added.



GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 Universal Engineering Sciences, Inc., ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of Universal Engineering Sciences, Inc'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 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.

1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.

PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, 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.
- 2.3 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 services are 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.
- Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services there under do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

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 and all 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 Proposal.
- 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: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 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.
- 5.3 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 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 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.
- 6.2 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.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 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 party or used or relied upon by any such party without the express written consent of UES.



SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that 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 waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and 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 recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 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 hamless 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 8: RISK ALLOCATION

8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other 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 our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, 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.

SECTION 9: INSURANCE

UES represents and warrants that it and its agents, staff and consultants employed by it, 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 8, 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 agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 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 alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
 - (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 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. Such termination shall not be effective if that substantial failure 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.
- 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 12: ASSIGNS

12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 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.
- 14.2 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.

Rev. 06/10/2015



Exhibit "B"

General Conditions

EXHIBIT "B"

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

- 1.1.1 THE CONTRACT DOCUMENTS. The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, the Specifications for Construction, Schedule of Estimated Quantities and Unit Prices, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Sub-paragraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement to Bid, the Instructions to Bidders, the Contractor's Proposal or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Agreement.
- 1.1.2 THE CONTRACT. The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Developer or the Engineer and a Subcontractor or Sub-subcontractor.
- 1.1.3 <u>THE WORK</u>. The Work comprises the material testing required by the Contract Documents and includes all labor necessary to provide such testing, and all materials and equipment incorporated or to be incorporated in such construction material testing.
- 1.1.4 <u>THE PROJECT</u>. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or part.
- 1.1.5 <u>THE PERMIT</u>. The Permit is that permit or permits, issued by the governmental entity or entities having jurisdiction over the site or the Work, which authorizes the commencement of construction of the Work in accordance with the Drawings and Specifications.

1.1.6 PROVIDED. The term "provided" as used in the Contract shall mean the furnishing of labor, supervision, tools, materials, supplies, equipment, shop drawings, catalogs, brochures, together with any other services and/or accessory items necessary to perform the Work and produce an item, system or component of the Project.

1.2 EXECUTION, CORRELATION AND INTENT

- 1.2.1 The Contract Documents shall be signed in not less than duplicate by the Developer and Contractor. .
- 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, reviewed conditions of all relevant approvals and permits, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. Execution of the Contract will be construed as evidence that such an examination has been made. Later claims for labor, equipment or materials required for difficulties encountered, which could have been foreseen had such examination been made, will not be allowed.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.2.4 The organization of the Specifications into divisions sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent or Work to be performed by any trade.
- 1.2.5 In the event of a conflict between the various Contract Documents, Contract Documents shall be given relative precedence as follows:
 - .1 The Agreement shall take precedence over all other Contract Documents.
 - .2 Drawings and Specifications shall take precedence over all other Contract Documents except for the Agreement.
 - .3 The General Conditions and Supplementary Conditions thereto shall take precedence over all other Contract Documents except for the Agreement and the Drawings and Specifications.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the Contractor or the Engineer are and shall remain the property of the Developer. Further, the Engineer shall, upon final completion, provide the Developer with a set of reproducible "as-built" Drawings and Specifications accurately reflecting changes occurring during construction prepared to a detail reasonably required by the Developer.

ARTICLE 2

ENGINEER

2.1 DEFINITION

2.1.1 The Engineer is the lawfully licensed professional engineer, or an entity lawfully practicing engineering, identified as such in the Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

ARTICLE 3

DEVELOPER

3.1 DEFINITION

3.1.1 The Developer is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Developer means the Developer or its authorized representative.

3.3 DEVELOPER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Developer, by a written order signed personally or by an agent specifically so empowered by the Developer in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Developer to stop the Work shall not give rise to any duty on the party of the Developer to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 DEVELOPER'S RIGHT TO CARRY OUT THE WORK

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Developer to commence and continue correction of such default or neglect with diligence and promptness, the Developer may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Developer.

ARTICLE 4

CONTRACTOR

4.1 <u>DEFINITION</u>

4.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall at once report to the Developer anything contained within the Contract Documents that is contrary to local codes, laws, statutes, regulations, and zoning requirements.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.
- 4.3.2 The Contractor shall be responsible to the Developer for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.4 LABOR AND MATERIAL

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and

machinery, and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 4.4.3 Unless otherwise expressly provided in the Contract, reference to any equipment, material, article or process, by trade name, make or catalog number, shall mean that Contractor shall furnish such materials and items exactly as provided for. The Contractor shall itemize any proposed substitutions together with any proposed change in the Contract Sum which would result from the acceptance by the Developer of the proposed substitution. The Contractor shall furnish to the Developer for its prior written approval the name of the manufacturer, the model number and other identifying data and information in respect to the performance, capacity, nature and rating of the substitution or other equipment which the Contractor contemplates incorporating in the Work. When so directed by Developer, samples shall be submitted for approval at the Contractor's expense, with all shipping and charges prepaid. Substitutions installed or used without required prior written approval may be rejected, at the sole option of the Developer.
- 4.5 INTENTIONALLY OMITTED.
- 4.6 <u>INTENTIONALLY OMITTED.</u>
- 4.7 <u>INTENTIONALLY OMITTED.</u>
- 4.8 <u>INTENTIONALLY OMITTED.</u>
- 4.9 <u>INTENTIONALLY OMITTED.</u>
- 4.10 INTENTIONALLY OMITTED.
- 4.11 <u>INTENTIONALLY OMITTED.</u>
- 4.12 <u>INTENTIONALLY OMITTED.</u>
- 4.13 <u>USE OF SITE</u>
- 4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.
- 4.14 INTENTIONALLY OMITTED.
- 4.15 <u>CLEANING UP</u>

- 4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.15.2 If the Contractor fails to clean up at the completion of his Work, the Developer may do so as provided in Paragraph 3.4 and the costs thereof shall be charged to the Contractor.

4.16 <u>INTENTIONALLY OMITTED.</u>

4.17 <u>INTENTIONALLY OMITTED.</u>

4.18 INDEMNIFICATION

- 4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Developer and the Engineer and their agents and employees from and against all claims, damages, losses, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or failing to comply with the terms and conditions of permits and governmental licenses or failing to comply with all applicable laws and regulations, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.
- 4.18.2 In any and all claims against the Developer or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.18.3 Notwithstanding anything to the contrary herein in the Contact, Contractor's indemnification hereunder shall not exceed Ten Million Dollars (\$10,000,000.00) and such limitation shall be part of the Specifications. All references to attorneys' fees in this Article shall include such attorneys' fees for appeals, administrative hearings, any arbitration proceedings, or any other legal proceedings. The first five hundred dollars (\$500.00) of the Contract Sum constitutes separate specific consideration for all indemnity obligations under the Contract Documents. The Contractor hereby acknowledges compliance with Florida Statute 725.06. In

addition, so much of the money due to the Contractor under the Contract as is considered necessary by the Developer may be retained by the Developer or, in case no money is due, the Contractor's surety shall be liable hereunder until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been settled or resolved by judicial determination or binding settlement. Provided further, it is specifically agreed between the parties that it is not intended by any of the provisions of any part of the Contract to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

ARTICLE 5

SUBCONTRACTORS

INTENTIONALLY OMITTED.

ARTICLE 6

WORK BY DEVELOPER OR BY SEPARATE CONTRACTORS

INTENTIONALLY OMITTED.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 SUCCESSORS AND ASSIGNS

7.2.1 The Developer and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Developer, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of Developer. Provided, the Developer may assign the Contract without restriction.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4. CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 <u>INTENTIONALLY OMITTED.</u>

7.6 RIGHTS AND REMEDIES

- 7.6.1 The duties and obligations imposed by the Contract Documents on the Contractor and the rights and remedies available thereunder to the Developer shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 7.6.2 No action or failure to act by the Developer, Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 INTENTIONALLY OMITTED.

7.8 DUTY TO CONTINUE WORK

7.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or litigation, and the Developer shall continue to make payments to the Contractor in accordance with the Contract Documents.

7.9 <u>DEVELOPER'S RIGHT TO UTILIZE AND OCCUPY</u>

Prior to Substantial Completion and so long as the Developer does not impede the Work of the Contractor and its subcontractors, employees, and agents, the Developer shall be allowed to utilize the Work for its intended purpose, and the Developer and its employees and agents shall be entitled to occupy portions of the Work and use such portions in the manner for which it is intended. Use and occupancy may, at the option of the Developer, include the installation of any equipment and furnishings belonging to the Developer.

ARTICLE 8

TIME

8.1 **DEFINITIONS**

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.
- 8.1.2 The Date of Commencement of the Work is the date set forth at Article 3 of the Agreement.
- 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Developer can occupy or utilize the work or designated portion thereof for the use for which it is intended. The criteria for determining the date for Substantial Completion, in addition to the above, shall include, but shall not be limited to, the following: (a) the issuance of a certificate of occupancy if applicable to this Work by the appropriate governmental body as to all the work or designated portion thereof; (b) the ability of the Developer to occupy and use all the work without being impeded by any Work of the Contractor, except for punch list items determined by the Developer; (c) satisfactory completion of final inspections and all tests required by the county.
- 8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 8.2.2 The Contractor shall begin the Work on the Date of Commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If a Contractor is delayed at any time in the progress of the Work by any act or neglect of the Developer, or by any employee thereof, or by any separate contractor employed by the Developer, or by changes ordered in the Work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays in delivery of materials and equipment beyond the control of Contractor, then the Contract Time shall be extended by Change Order for such reasonable time as the Developer may determine.

Provided further that the Contractor specifically acknowledges that it has estimated and planned for a minimum of twenty (20) days of adverse weather conditions (preventing all Work), prior to entering into the Contract and accepting the limitations relating to time of Substantial Completion set forth in Article 3 of the Agreement. Accordingly, Contractor shall not be entitled to any change in the time required for Substantial Completion based on such adverse weather conditions until such conditions cause delay for a period of time in excess of the twenty (20) days planned.

- 8.3.2 Any claim for extension of time shall be made in writing to the Engineer not more than fifteen (15) days after commencement of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.
- 8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
- 8.3.4 Time is of the essence in the Work provided for in these Contract Documents. Further, there will be, on the part of the Developer, considerable monetary damage in the event the Work provided for in these Contract Documents is not completed by the Contractor within the time fixed for Substantial Completion of the Work. Accordingly, it is understood and agreed by the Contractor that the liquidated damages for each and every day the time consumed in completing the Work exceeds the time allowed for therefor shall be the amount specified in Article 3 of the Agreement. This amount shall in no event, be considered as a penalty or otherwise but as liquidated and adjusted damages of the Developer because of said delay (actual damages as of the date hereof being unascertainable) and the Contractor shall be liable therefor. Provided further, that such liquidated damages, if any, may be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties of the Contractor, if any, shall be liable therefor. Said liquidated damages shall be payable by the Contractor to the Developer under the provisions of Paragraph 14.2 of the General Conditions, and shall not preclude recovery of damages by the Developer under other provisions of the Contract Documents, except those for delays in Substantial Completion. This provision for liquidated damages shall in no manner effect the Developer's right to terminate the Contract as provided in Paragraph 14.2 of the General Conditions or elsewhere in the Contract Documents. The Contractor's exercise of a right to terminate shall not relieve the Contractor from its obligation to pay said liquidated damages from the retainage held by the Developer or from any other amount due to the Contractor from the Developer. Any excess of such liquidated damages over the amount due the Contractor from the Developer shall become immediately due and payable.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 <u>CONTRACT SUM</u>

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments thereto, is the total amount payable by the Developer to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Applications for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's Applications for Payment. For each portion of the Work, this schedule of values shall detail the applicable quantities and unit prices of each item reflected on the Schedule of Estimated Quantities and Unit Prices.

9.3 APPLICATION FOR PAYMENT

- 9.3.1 After the twenty-fifth (25th) day of the month, the Contractor shall submit to the Developer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Developer may require, and reflecting retainage, if any as provided elsewhere in the Contract Documents.
- 9.3.2 A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Developer to determine Contractor's right to payment in compliance with the Florida Mechanics' Lien Law. Each payment request shall include properly executed waivers of lien in conformity with the information set forth on the properly completed Contractor's Affidavit. In the event that the Engineer and the Developer are satisfied with the Contractor's payment procedures, Engineer may accept partial waivers of the lien of subcontractors and suppliers who were included in the immediate preceding payment. Contractor shall submit the waivers on a current basis, but Engineer may not allow subcontractors and suppliers to be no more than one payment late in their partial waivers.

9.5 PROGRESS PAYMENTS

Developer shall make payment in the manner and within the time provided in the Contract Documents.

9.6 PAYMENTS WITHHELD

INTENTIONALLY OMITTED.

9.7 FAILURE OF PAYMENT

9.7.1 If the Developer does not pay the Contractor within ten (10) days after the date established in the Contract Documents any amount to which no written objection has been made by the Developer may upon seven (7) additional days written notice to the Developer, stop the Work until payment of the amount owing has been received.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Developer, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Developer and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Developer and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Developer shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled. Notwithstanding anything in the

Contract seemingly to the contrary, the Work shall be acceptable for maintenance, or approved for full operation, by all applicable governmental entities.

- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Developer might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3), if required by the Developer, other data establishing payment or satisfaction for all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Developer. If any Subcontractor refuses to furnish a release or waiver required by the Developer, the Contractor may furnish a bond satisfactory to the Developer to indemnify him against any such lien and to assure payment of such claim. If any such claim or lien remains unsatisfied after all payments are made the Contractor shall refund to the Developer all moneys that the latter may be compelled to pay in discharging such lien and so satisfying such claim, including all costs and reasonable attorneys' fees.
- 9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Developer shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.9.4 The making of final payment shall constitute a waiver of all claims by the Developer except those arising from:
 - .1 unsettled liens or claims of third parties,
 - .2 faulty or defective work appearing after Substantial Completion,
 - .3 failure of the Work to comply with the requirements of the Contract Documents, or
 - .4 terms of any special warranties required by the Contract Documents.
- 9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with their Work.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 During the term of the contract, the Contractor shall, at its own expense, purchase and maintain the following insurance in companies properly licensed in the state of Florida and satisfactory to the Developer:
 - .1 Workers and Workmen's Compensation including occupational disease and employer's liability insurance.
 - a. Statutory-amounts and coverages required by Florida law.
 - b. Employer's liability-at least five hundred thousand dollars (\$500,000.00) per each accident.
 - .2 Comprehensive General Liability, including coverage for direct operations, sublet Work, contractual liability and completed operations and products liability with limits not less than those stated above.
 - a. Bodily injury liability-including personal injury of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) per occurrence.

b. Property damage liability of five hundred thousand dollars (\$500,000.00) for each occurrence and five hundred thousand dollars (\$500,000.00) in the aggregate.

Property Damage Liability Insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after the final acceptance of the Work.

- .3 If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits and specified above at 11.1.1.1 and 11.1.1.2.
- .4 Comprehensive Automobile Liability Insurance, including coverage for owned, nonowned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence.
 - b. Property damage liability of two hundred fifty thousand dollars (\$250,000.00) for each occurrence.
- In addition to all coverage above, the Contractor shall furnish Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.
- 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. All insurance shall be in the form of "occurrence" type insurance which shall provide coverage for all claims arising from events occurring during the term of the required policies regardless of when such claim is made. All insurance shall remain in force until date of final payment and shall name the Developer as an additional insured.
- 11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor' obligations under Paragraph 4.18.
- 11.1.4 Certificates of Insurance Acceptable to the Developer shall be filed with the Developer prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or modified until at least thirty days' prior written notice has been given to the Developer and shall reflect that the Developer is an additional named insured under all required policies.

11.2 DEVELOPER'S LIABILITY INSURANCE

11.2.1 The Developer shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE -INTENTIONALLY OMITTED.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

- 12.1.1 A Change Order is a written order to the Contractor signed by the Developer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
- 12.1.2 The Developer, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Developer resulting from a change in the Work shall be determined in one or more of the following ways:
 - by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 by unit prices stated in the Schedule of Estimated Quantities and Unit Prices or subsequently agreed upon in writing;
 - .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 by the method provided in Subparagraph 12.1.4.

12.2 CONCEALED CONDITIONS -INTENTIONALLY OMITTED.

12.3 <u>INTENTIONALLY OMITTED.</u>

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

INTENTIONALLY OMITTED.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.1 If through no fault of Contractor, Developer fails to pay Contractor any sum finally determined under the Contract to be due, then Contractor may, upon fourteen (14) days written notice to Developer (and provided Developer does not within such notice period pay such sum) terminate the Contract. Upon such termination, Contractor shall be entitled to payment for all Work performed according to its pro rata share of the Contract Sum (based on work completed in relation to all Work required under the Contract Documents). The provisions of this Paragraph
- 14.1 shall not relieve the Contractor of its obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Developer.
- 14.1.2 In no event shall Contractor be entitled to recovery of damages or restitution in excess of the Contract Sum.

14.2 TERMINATION BY DEVELOPER

- 14.2.1 Developer shall have the right to terminate the Contract upon failure of Contractor to cure any of the following defaults after fourteen (14) calendar days written notice:
 - .1 Failure to commence the Work in accordance with the provisions of the Contract.
 - .2 Failure to prosecute the Work to completion thereof in an efficient workmanlike, skillful, careful manner and in strict accordance with Contract Documents.
 - .3 Failure to use adequate amount and quality of personnel or equipment to complete the Work without undue delay.

- Allowing any condition to exist which will prevent the completion of the Work within the time specified in the Contract Documents or any extension thereof.
- .5 Failure to perform any of its obligations under the Contract Documents.

In the event of the occurrences described above, the Developer may do one or more or the following at its sole option:

- .7 Terminate the Contract.
- 14.2.2 Where Contractor's services have been terminated by Developer, termination shall not affect any rights of Developer against Contractor then existing or which may thereafter accrue. In particular, without limiting the generality of the foregoing, by such termination, the Developer shall not be deemed to have waived any rights to insist upon timely submittal of any claims by Contractor. Any retention or payment of money due Contractor by Developer will not release Contractor from liability.
- 14.2.3 In the event of termination by Developer, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of completing Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Developer. In finishing the Work, the Developer shall seek competitive bids for the Work performed, provided he shall not be required to obtain the lowest price for the Work performed.
- 14.2.4 In the event of a breach of the Contract by the Contractor in a manner other than a failure to substantially complete the Work within the time prescribed in the Contract Documents, which would result in liquidated damages, the Developer shall be entitled to recover all damages incurred by the Developer as a result of said breach. In the event of such breach, Developer shall have the right to offset against any retainage or any other amounts due the Contractor any damages that the Developer has incurred. In the event of such breach, the Developer shall be paid for all costs, plus reasonable attorneys' fees (including attorneys' fees and costs for all appeals and administrative proceedings) resulting from the enforcement of the Contract through legal proceedings or otherwise. Any and all suits for any and every breach of the Contract shall be instituted and maintained in any court of competent jurisdiction.

ARTICLE 15

MISCELLANEOUS

15.1 INTENTIONALLY OMITTED.

15.2 In connection with the performance of the Work under the Contract, the Contractor agrees not to discriminate against any subcontractor, employee or applicant for employment because of race, sex, religion, color, national origin or physical handicap. The Contractor will take affirmative action to ensure that applications are employed, and that employees are treated during employment without regard to race, color, physical handicap, religion, sex or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Exhibit "C" Certificate of Insurance

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/16/2017

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

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

certificate holder in lieu of such endorsement(s).		-			
PRODUCER BB&T-J. Rolfe Davis Insurance PO Box 4927 Orlando, FL 32802-4927	CONTACT NAME: PHONE (A/C, No, Ext): 407 691-9600 (A/C, No): 888-635-4183 E-Mail: ADDRESS:				
407 691-9600	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co of Am	NAIC# 25666			
Universal Engineering Sciences Inc	INSURER C: Phoenix Insurance Company				
3532 Maggie Blvd. Orlando, FL 32811	INSURER D: Travelers Indemnity Company INSURER E:				
311d1d0,1 E 32011					
COVERAGES CERTIFICATE NUMBER: 17/18 Ma		:			

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

NSR TR	TYPE OF INSURANCE	INSR	SUBR	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Incl X,C,U GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- OTHER:	*	*	P-660-3G518961- TIA-17	01/01/2017	01/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
)	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	*	*	P8102F15998A- IND-17	01/01/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
3	WMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION \$			See Description for Excess Liab Information			EACH OCCURRENCE AGGREGATE	\$See Descrip
- 1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTINER/EXECUTIVE N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	÷	PVYDNUB544M200617	01/01/2017		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Cypress Preserve (Phase I-IV). *Additional Insured status is granted with respect to General Liability
if required by written contract per "Blanket Additional Insured-Written Contracts (Architects, Engineers
and Surveyors)" form #CGD4140408. Primary and Non-Contributory status is granted with respects to General
Liability if required by written contract per "Other Insurance-Additional Insureds" form #CGD037 04 05.

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Cypress Preserve 841, LLC 3658 Erindale Drive Valrico, FL 33594	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	- Repa

© 1988-2014 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Per Project Aggregate status is granted as respects to General Liability as per "Designated Project(s) General Aggregate Limit", form #CGD211 01 04.

Contractual Liability as respects to General Liability as per Commercial General Liability Coverage Form #CG0001 10-01.

*Additional Insured status is granted with respects to Automobile Liability if required by written contract per endorsement Business Auto Extension Endorsement Form #CAT353 0609.

*Waiver of Subrogation status is granted with respects to General Liability if required by written contract per "Architects, Engineers and Surveyors IndustryEdge Endorsement", form #CGD4 15 05 08.

*Waiver of Subrogation status is granted with respects to Workers Compensation If required by written contract per Waiver of Our Rights to Recover from Others Endorsement, form #WC000313(00)01

*Waiver of Subrogation status is granted with respects to Automobile Liability if required by written contract per Business Auto Extension Endorsement Form #CAT353 0609

EXCESS LIABILITY COVERAGES:

Excess Liability Policy over General Liability:

National Surety Corporation (NAIC# 21881)

Policy #SSE00058090226

Policy term 1-1-2017 to 1-1-2018

Provides an additional \$9,000,000 per Occurrence, \$9,000,000 per Aggregate, excess liability layer above the underlying \$1,000,000 occurrence liability limits/\$2,000,000 aggregate liability limit provided by primary General Liability policy with Travelers Indemnity Company of America, policy #P6603G518961TIA17

Auto Liability Excess Policy:

North River Insurance Company (NAIC#21105)

Policy #5318878005

Policy term 1-1-2017 to 1-1-2018

Provides an additional \$1,000,000 excess liability layer above the underlying \$1,000,000 liability limits provided by primary auto policy with Travelers Indemnity Company #P8102F15998AIND17.

Excess Liability Policy over Automobile Liability Excess and Employers Liability:

Navigators Specialty Insurance Company (NAIC#36056)

Policy #CH17EXC627992IC

Policy term 1-1-2017 to 1-1-2018

Provides an additional \$9,000,000 per Occurrence, \$9,000,000 per Aggregate, excess liability layer above the underlying \$1,000,000 liability limits provided by primary Employers Liability (WC) Policy #PVYDNUB544M200617 (Phoenix Insurance Company) and Automobile Liability policy with North River Insurance Company policy #5318878005

CONTRACTOR AGREEMENT

This Contractor Agreement (sometimes referred to as the "Agreement") is made, effective as of April 4, 2017 (the "Effective Date") between Cypress Preserve 841, LLC, a Florida limited liability company ("Developer") and Sunrise Homes, Inc. (the "Contractor"):

Project:

Cypress Preserve Amenity Center

Project Engineer:

Florida Design Consultants, Paul Skidmore

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the General Conditions of the Contract attached as **Exhibit "A"**, the Drawings and Specifications prepared by Florida Design Consultants, as to the site work and by Cornerstone, as to the clubhouse construction, as amended and supplemented, attached as **Exhibit "B"** and **Exhibit "B-1"**, and all Change Orders issued after execution of this Agreement. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for the construction of the Project, more particularly described in the Drawings and Specifications, and in such subsequent Drawings and Specifications, approved by Developer in accordance with the Contract Documents.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be deemed commenced as of the Effective Date hereof which is sometimes referred to herein as the "Date of Commencement". Notwithstanding the General Conditions of the Contract for Construction, it is understood and agreed that the Contractor shall pay liquidated damages, in the amount of One Hundred Dollars (\$100.00) per day, for each and every day that the time consumed in substantially completing the Work extends beyond Twelve (12) months from the latter of the receipt of the construction Permit issued by Pasco County for the construction of the clubhouse. (The time required for substantially completing the Work shall be referred to herein as the "Contract Time".) The time

allowed for the Contractor to achieve Substantial Completion shall be subject to adjustment as provided elsewhere in the Contract Documents.

ARTICLE 4

CONTRACT SUM

The Developer shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, a lump sum price of One Million Nine Hundred Thousand Dollars (\$1,900,000) (the "Contract Sum").

ARTICLE 5

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Developer shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the 25th day of the month. The Developer shall, not later than 25 days following the receipt of proper Applications and Certificates for Payment, pay the Contractor the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work for the period covered by the Application for Payment, less retainage of 10% until 50-percent completion of the Work, then less retainage of 5% after 50-percent completion of the Work, and less the aggregate of previous payments made by the Developer.

Payments due and unpaid under the Contract Documents shall bear interest from the date and at a rate provided pursuant to Part VII of Chapter 218, Florida Statutes, the "Local Government Prompt Payment Act", as it may be amended.

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of each phase of work, shall be paid by the Developer to the Contractor within 30 days of when the Work has been completed, the Contract fully performed, and a final Certificate for Payment for each phase of work has been issued by the Engineer. The amount of the final payment shall be the Contract Sum, plus any approved change orders, less all progress payments previously paid pursuant to this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 7.2 The Contract Documents, which constitute the entire agreement between the Developer and the Contractor, are listed in Article 1 and, except for Modifications issued after the execution of this Agreement, are enumerated as follows:
- 1. This Agreement between the Developer and the Contractor and including exhibits, herein sometimes referred to as the Agreement or the Developer Contractor Agreement.
- 2. General Conditions of the Contract for Construction herein sometimes referred to as the General Conditions or the Conditions of the Contract.
 - 3. Drawings and Specifications.
- 4. Such Drawings and Specifications subsequently approved by the Developer in accordance with the Contract Documents, provided the obligations of the parties regarding such subsequently approved Drawings and Specifications shall be subject to the provision of Article 12, Changes in the Work, of the General Conditions.
- 7.3 The Developer intends to establish a community development district pursuant to Chapter 190, Florida Statutes (a "CDD") to encompass the entire development. The Developer and Contractor understand, acknowledge, and agree that the Developer intends to assign the public infrastructure components of this Agreement to the CDD, and upon the CDD's assumption of the Developer's rights and obligations related to the public infrastructure components the Developer shall be released from the rights and obligations pertaining to the public infrastructure components.
- 7.4 The Contractor acknowledges that a CDD is exempt from the Florida Sales and Use Tax (the "Sales Tax"). Accordingly, once the CDD is established and this Agreement is assumed by the CDD, to minimize the cost of the Project, the Contractor agrees to cooperate with the CDD and to allow the CDD to purchase materials in its name in order to avoid the Sales Tax that would otherwise be due on such purchases. All such purchases shall be from vendors specified by and acceptable to the CDD, and shall be coordinated with the Contractor's work schedule. All savings realized by the CDD as a result of such direct purchases shall inure to the benefit of the CDD, and the Contract Sum shall be reduced by the amount of the Sales Tax savings on all materials purchased because the Contract Sum was originally computed on the assumption that materials would be subject to Sales Tax. Further, all payments for materials made by the CDD shall be credited against the Contract Sum, and the Project Engineer shall issue Change

Orders from time to time reflecting credit to the Developer for such amounts against the Contract Sum.

If, for any reason, the CDD or the Contractor shall subsequently be held liable for and subject to Sales Tax for materials purchased by the CDD, the CDD shall be solely responsible for paying such tax, together with any and all interest and penalties thereon, as well as all costs and expenses reasonable incurred in the defense or resolution of any such claim, provided the Contractor, if authorized and acting as purchasing agent for the CDD, makes all materials purchases in strict accordance with the terms of this Agreement. In the event the Contractor shall for any reason fail to purchase materials subsequent to the date of this Agreement in accordance with the terms set forth herein, any Sales Tax expense or liability incurred in connection with such purchase shall be borne solely by the Contractor and shall be credited to the CDD against the Contract Sum. To the extent the CDD shall subsequently become liable for Sales Tax on any purchase of materials not made by the Contractor in strict accordance with the terms of this Agreement, the Contractor hereby indemnifies and agrees to hold the CDD harmless from and against any such Sales Tax related claim, including, but not limited to, the amount of the Sales Tax assessed, accrued interest, fines, costs and reasonable attorney's fees incurred by the CDD in connection with the levy and collection of the Sales Tax.

Notwithstanding anything in this Agreement to the contrary, all materials purchased by or manufactured for the CDD (the "Materials") shall be subject to the following requirements:

- 1. The CDD shall purchase all Materials directly from the vendor, and in all cases work with the Contractor for selection of the vendor supplying the Materials, pursuant to its standard purchasing procedures.
- 2. The CDD shall issue or cause to be issued a "purchase order" for the Materials directly to the third party vendor (accompanied by the CDD's tax exempt certificate), and all invoices shall be prepared and sent by the vendor to the CDD.
- 3. The CDD shall make direct payment to the vendor for all Materials purchased.
- 4. The CDD shall take title and possession of all Materials purchased directly from the vendor before they are incorporated into the CDD's property, and the CDD shall assume all risk of loss from the time of purchase.
- 5. The CDD shall purchase Insurance sufficient to fully protect the CDD against any loss or damage to the Materials, and shall maintain such insurance coverage until the Materials are fully incorporated into the Project. The cost of all insurance premiums and/or bonding related to the Materials shall be borne by the CDD. The Contractor shall review the Contractor's insurance coverage for the Project and, notwithstanding anything in the Contract Documents to the contrary, reduce or eliminate all unnecessary coverage related to risk of loss for the Materials, including coverage

under performance and material bonds, if any. The Contractor shall provide notice to the CDD that any excess or duplicate risk of loss coverage has been terminated, and a statement concerning the extent of cost savings, if any, resulting from the change. In the event a savings results from reduction of the risk of loss coverage for the Materials, the Contractor shall issue a Change Order crediting the amount of the savings against the Contract Sum.

6. Compliance with all requirements of Florida Law and Rule 12A-1.094, Florida Rules of Administrative Procedure, as amended from time to time, necessary to exempt the CDD's purchases of Materials from Sales Tax.

The CDD's purchase of Materials will not in any manner impact or reduce Contractor's duty to warrant the Materials. The CDD may forward all repair, maintenance, non-confirming Materials, non-conforming Material calls or any other issues pertaining to the Materials to Contractor for resolution with the appropriate vendor. Contractor shall resolve all such calls or issues. If Contractor fails to adequately and properly perform inspections or otherwise incorporates into the Project defective or non-confirming Materials, the condition of which it either knew or should have known by performance of an inspection, Contractor shall be responsible for all damages to the CDD resulting from its incorporation of such Materials into the Project.

7.5 Notwithstanding paragraphs 6.2.5 and 11.1.1 of the General Conditions, the Developer acknowledges and agrees that the insurance coverages set forth in the Contractor's Certificate of Liability Insurance attached hereto are sufficient and the limits of the Contractor's indemnity and the Contractor's required insurance are hereby amended to conform with such Certificate.

This Agreement entered into effective as of the day and year first written above.

Sunrise Homes, Inc

By: ______ Print Name: Reben

Title: Vie frenders

Cypress Preserve 841, LLC

Name: **0** 0.

EXHIBIT "A"

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

ARTICLE 1

CONTRACT DOCUMENTS

1.1 **DEFINITIONS**

- 1.1.1 THE CONTRACT DOCUMENTS. The Contract Documents consist of the Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, the Specifications for Construction, Schedule of Estimated Quantities and Unit Prices, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Sub-paragraph 2.2.8, or (4) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. The Contract Documents do not include Bidding Documents such as the Advertisement to Bid, the Instructions to Bidders, the Contractor's Proposal or portions of Addenda relating to any of these, or any other documents, unless specifically enumerated in the Agreement.
- 1.1.2 <u>THE CONTRACT</u>. The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer and the Contractor, but the Engineer shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Developer or the Engineer and a Subcontractor or Sub-subcontractor.
- 1.1.3 <u>THE WORK</u>. The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.1.4 <u>THE PROJECT</u>. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or part.
- 1.1.5 <u>THE PERMIT</u>. The Permit is that permit or permits, issued by the governmental entity or entities having jurisdiction over the site or the Work, which authorizes the commencement of construction of the Work in accordance with the Drawings and Specifications.

1.1.6 PROVIDED. The term "provided" as used in the Contract shall mean the furnishing of labor, supervision, tools, materials, supplies, equipment, shop drawings, catalogs, brochures, together with any other services and/or accessory items necessary to perform the Work and produce an item, system or component of the Project.

1.2 EXECUTION, CORRELATION AND INTENT

- 1.2.1 The Contract Documents shall be signed in not less than triplicate by the Developer and Contractor. If either the Developer or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such documents.
- 1.2.2 By executing the Contract, the Contractor represents that he has visited the site, reviewed conditions of all relevant approvals and permits, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. Execution of the Contract will be construed as evidence that such an examination has been made. Later claims for labor, equipment or materials required for difficulties encountered, which could have been foreseen had such examination been made, will not be allowed.
- 1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.2.4 The organization of the Specifications into divisions sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent or Work to be performed by any trade.
- 1.2.5 In the event of a conflict between the various Contract Documents, Contract Documents shall be given relative precedence as follows:
 - .1 The Agreement shall take precedence over all other Contract Documents.
 - .2 Drawings and Specifications shall take precedence over all other Contract Documents except for the Agreement.
 - .3 The General Conditions and Supplementary Conditions thereto shall take precedence over all other Contract Documents except for the Agreement and the Drawings and Specifications.

1.3 OWNERSHIP AND USE OF DOCUMENTS

1.3.1 All Drawings, Specifications, and copies thereof furnished by the Contractor or the Engineer are and shall remain the property of the Developer. Further, the Engineer shall, upon final completion, provide the Developer with a set of reproducible "as-built" Drawings and Specifications accurately reflecting changes occurring during construction prepared to a detail reasonably required by the Developer.

ARTICLE 2

ENGINEER

2.1 **DEFINITION**

2.1.1 The Engineer is the lawfully licensed professional engineer, or an entity lawfully practicing engineering, identified as such in the Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Engineer means the Engineer or his authorized representative.

2.2 <u>ADMINISTRATION OF THE CONTRACT</u>

- 2.2.1 The Engineer will provide administration of the Contract as hereinafter described.
- 2.2.2 The Engineer is an authorized representative of the Developer during construction and until payment is due. The Engineer will advise and consult with the Developer. The Developer's instructions to the Contractor shall be forwarded through the Engineer. Nevertheless, the Engineer will have authority to act on behalf of the Developer only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with subparagraph 2.2.18.
- 2.2.3 The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of his on-site observations as an Engineer, he will keep the Developer informed of the progress of the Work, and will exercise all reasonable care in discharging his professional responsibilities under the Contract Documents to guard the Developer against defects and deficiencies in the Work of the Contractor.
- 2.2.4 The Engineer will not be responsible for and will not have control or be in charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for, have control, or charge over the acts or omissions of the Contractor,

Subcontractors, any of their agents or employees, or any other persons performing any of the Work.

- 2.2.5 The Engineer shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contractor Documents.
- 2.2.6 Based on the Engineer's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.
- 2.2.7 The Engineer shall be, in the first instance, the interpreter of the requirements of the Contract Documents, however, except to the extent provided for elsewhere in this Agreement, the Engineer will not be the final judge of the performance thereunder by either the Developer and the Contractor. In the event of a dispute between the Developer and the Contractor relating to the interpretation of the Contract Documents, the Engineer shall review the respective claims of the Developer and the Contractor, and it shall first advise the Developer of its interpretation of such claim or claims. After discussion with the Developer, the Engineer shall have the right to notify the Contractor of such interpretation. These provisions shall not preclude the Developer's and Contractor's right to agree on an interpretation different from that of the Engineer.
- 2.2.8 The Engineer will render interpretations of the Contract Documents necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.
- 2.2.9 Claims, disputes and other matters in question between the Contractor and the Developer relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.
- 2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and initial judge, he will endeavor to secure faithful performance by both the Developer and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.
- 2.2.11 The Developer's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.
- 2.2.12 Any claim, dispute or other matter in questions between the Contractor and the Developer referred to the Engineer, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of

final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to redress in the appropriate court of law. However, neither party shall file the initial pleading seeking such redress of any such claim, dispute or other matter until the earlier of (1) the day on which the Engineer has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Engineer or have been given a reasonable opportunity to do so, if the Engineer has not rendered his written decision by the date. When such a written decision of the Engineer states (1) that the decision is final but subject to appeal, and (2) that filing of the initial pleading seeking such redress of claim, dispute or other matter covered by such decision must be filed with the appropriate court within thirty (30) days after the date on which the party making the demand receives the written decision, failure to file such pleading within said thirty (30) day period will result in the Engineer's decision becoming final and binding upon the Developer and the Contractor.

- 2.2.13 The Engineer will have authority to reject all Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give raise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work. Provided, prior written approval shall be obtained from the Developer for all acts by Engineer under this Subparagraph.
- 2.2.14 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 2.2.15 The Engineer will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.
- 2.2.16 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the Developer for the Developer's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.
- 2.2.17 If the Developer and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such project representative shall be as set forth in an exhibit to be incorporated into the Contract Documents.

- 2.2.18 The duties, responsibilities and limitations of authority of the Engineer as the Developer's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the Developer, the Contractor and the Engineer.
- 2.2.19 In case of the termination of the employment of the Engineer, the Developer shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 3

DEVELOPER

3.1 <u>DEFINITION</u>

3.1.1 The Developer is the entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Developer means the Developer or its authorized representative.

3.2 <u>INFORMATION AND SERVICES REQUIRED OF THE DEVELOPER</u>

- 3.2.1 The Developer shall furnish a survey or plans describing the utility locations for the site of the Project and a legal description of the site. The Developer shall establish reference points and provide a one time staking as is reasonably necessary to construct the project. The Contractor will protect and preserve such staking at its expense and will make no changes or relocations without the prior written approval of the Developer. The Contractor will report to the Developer whenever any staked reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will, at its expense, replace and accurately relocate all staked points so lost, destroyed or moved, including those lost, destroyed or moved by vandalism or other actions by third parties.
- 3.2.2 Except as provided in Subparagraph 4.7.1, the Developer shall not secure or pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- 3.2.3 Information or services under the Developer's control shall be furnished by the Developer with reasonable promptness to avoid delay in the orderly progress of the Work. Where such information or service is required from the Developer, and such information of service affects the progress of the Work, the Contractor shall coordinate the furnishing thereof with the Developer and shall include such items in the Contractor's progress schedule.
- 3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of Drawings and Specifications reasonably necessary for the execution of the Work.

3.2.5 The foregoing are in addition to other duties and responsibilities of the Developer enumerated herein and especially those in respect to Work by Developer or by separate contractors, payments and completion, and insurance in Articles 6, 9 and 11 respectively.

3.3 DEVELOPER'S RIGHT TO STOP THE WORK

3.3.1 If the Contractor fails to correct defective Work as required by Paragraph 13.2 or persistently fails to carry out the Work in accordance with the Contract Documents, the Developer, by a written order signed personally or by an agent specifically so empowered by the Developer in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Developer to stop the Work shall not give rise to any duty on the party of the Developer to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

3.4 <u>DEVELOPER'S RIGHT TO CARRY OUT THE WORK</u>

3.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Developer to commence and continue correction of such default or neglect with diligence and promptness, the Developer may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due to the Contractor the cost of correcting such deficiencies, including compensation for the Engineer's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Developer.

ARTICLE 4

CONTRACTOR

4.1 **DEFINITION**

4.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the

Work. The Contractor shall at once report to the Developer anything contained within the Contract Documents that is contrary to local codes, laws, statutes, regulations, and zoning requirements.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.
- 4.3.2 The Contractor shall be responsible to the Developer for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
- 4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.4 LABOR AND MATERIAL

- 4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.
- 4.4.3 Unless otherwise expressly provided in the Contract, reference to any equipment, material, article or process, by trade name, make or catalog number, shall mean that Contractor shall furnish such materials and items exactly as provided for. The Contractor shall itemize any proposed substitutions together with any proposed change in the Contract Sum which would result from the acceptance by the Developer of the proposed substitution. The Contractor shall furnish to the Developer for its prior written approval the name of the manufacturer, the model number and other identifying data and information in respect to the performance, capacity, nature and rating of the substitution or other equipment which the Contractor contemplates incorporating in the Work. When so directed by Developer, samples shall be submitted for approval at the Contractor's expense, with all shipping and charges prepaid. Substitutions installed or used without required prior written approval may be rejected, at the sole option of the Developer.

4.5 WARRANTY

- 4.5.1 The Contractor warrants to the Developer and the Engineer that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Developer or Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2. Further, this warranty shall not be restricted by the limitations of any equipment warranty issued by manufacturer. Provided still further, refusal of a subcontractor or equipment manufacturer responsible for the defective work to correct such Work shall not excuse the Contractor from performing under this warranty.
- 4.5.2 All warranties and guarantees shall extend for one (1) full year from the date stated in the Certificate of Substantial Completion unless warranties or guarantees having a longer period of time are stated in the Drawings, Specifications, elsewhere in the Contract Documents or are otherwise provided by manufacturers or other persons supplying materials, equipment, appliances or labor for the Work. Provided further, in addition to all warranties set forth elsewhere in the Contract Documents, the Contractor shall also be deemed to have granted the Developer an implied warranty of fitness and merchantability for the purposes or uses intended for all Work performed for the period indicated above. All warranties shall be freely assignable by the Developer to subsequent owners or users of the Project.
- 4.5.3 The Contractor agrees to execute an assignment of all warranties and guarantees to the Developer on all materials and equipment whether or not installed after Substantial Completion of the Work.
- 4.5.4 Any breakdowns, defects, malfunctions or other occurrence which the Contractor has warranted or guaranteed against, shall be corrected as soon as is reasonably possible with corrective work commencing within five (5) days of demand by the Developer. Provided, if the Contractor cannot commence such work within five (5) days due to a circumstance not caused by his actions or omissions to act and where such circumstance is beyond his control, such corrective Work shall commence at the time such circumstance ceases to exist. Provided further, if the Developer in its reasonable discretion classifies such breakdown, defect, malfunction or other occurrence as one creating an emergency condition, corrective Work shall commence within twenty-four (24) hours of demand by the Developer and shall continue on a twenty-four (24) hour per day, seven (7) day per week basis, and the Contractor shall utilize all necessary labor, materials and equipment to complete such Work as soon as possible. Provided for the purposes of this Paragraph 4.5, "Warranty", an emergency condition shall be a condition which has any one of the following effects:
 - .1 Can be reasonably expected to cause additional significant damage to the property of the Developer or third parties.

- .2 Can be reasonably expected to significantly interfere with the Developer's or a third party's use of the project.
- 4.5.5 In the event the Contractor fails to meet its warranty obligations, the Developer, at its opinion, shall have the right upon ten (10) days' prior written notice to the Contractor, to correct the defective work through its own forces or by retaining other contractors. In such event, the Contractor shall reimburse the Developer for all costs it incurs in obtaining the correction of the defective work.

4.6 TAXES

4.6.1 The Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof and the Developer shall not be liable therefor.

4.7 **PERMITS, FEES AND NOTICES**

- 4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and comply with the Permit and all other permits and governmental licenses and inspections necessary for the proper execution and completion of the Work and which are legally required at the time the bids are received. Developer shall pay applicable transportation impact fees and sewer and water connection fees, if any, and the costs of obtaining the Permit. The Contractor shall comply with the terms and conditions of all permits and governmental licenses, and shall be solely responsible for paying all fees, fines, and restoration expenses imposed as a result of a failure to comply with the terms and conditions of such permits and governmental licenses.
- 4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. Without limiting the generality of the foregoing, the Contractor shall perform the Work in accordance with applicable county, VA/FHA requirements, specifications and regulations, Department of Transportation specifications, latest edition, and all other governmental agencies having jurisdiction.
- 4.7.3 It is the responsibility of the Engineer to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. Nevertheless, if the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the Developer in writing. In any event the Contractor shall in the performance of the Work comply with all applicable laws, regulations and permit conditions.
- 4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 ALLOWANCES

4.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by these allowances shall be supplied for such amounts and by such persons as the Developer may direct, but the Contractor will not be required to employ persons against whom he makes a reasonable objection.

4.8.2 Unless otherwise provided in the Contract Documents:

- .1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.
- .2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance.
- .3 Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 <u>SUPERINTENDENT</u>

4.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be so confirmed on written request in each case.

4.10 PROGRESS SCHEDULE

4.10.1 The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Developer's and Engineer's information an estimated progress schedule for the Work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

4.11 INTENTIONALLY OMITTED.

4.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

4.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

- 4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material product or system for some portion of the Work.
- 4.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- 4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, the work of the Developer or any separate contractor, or the Shop Drawings, Product Data and Samples required by the Contract Documents.
- 4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.
- 4.12.7 The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.
- 4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.14. All such portions or the Work shall be in accordance with approved submittals.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment.

4.14 **CUTTING AND PATCHING OF WORK**

4.14.1 The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the Work or to make its several parts fit together properly.

4.14.2 The Contractor shall not damage or endanger any portion of the Work or the work of the Developer or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Developer or any separate contractor except with the written consent of the Developer and of such separate contractor. The Contractor shall not unreasonably withhold from the Developer or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 <u>CLEANING UP</u>

- 4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.
- 4.15.2 If the Contractor fails to clean up at the completion of his Work, the Developer may do so as provided in Paragraph 3.4 and the costs thereof shall be charged to the Contractor.
- 4.15.3 Burning or burying of trash or debris on the site is strictly prohibited unless specifically authorized by the Engineer.
- 4.15.4 New work in extension of existing work shall correspond in all respects with that to which it connects, or to similar existing Work unless otherwise indicated or specified.
- 4.15.5 Existing work shall be cut, altered, removed or temporarily removed and replaced as necessary for the performance of the Contract. Work remaining in place damaged or defaced by reason of work done under the Contract shall be restored to a condition equal to its condition at the time of the award of the Contract.
- 4.15.6 Where Work is being conducted in or adjacent to occupied areas, the Contractor shall make every effort to keep construction noise and dust to a minimum. These areas shall be cleaned daily. The Engineer may require reasonable additional measures to safeguard adjacent areas from the effects of the performance of the Work.

4.16 COMMUNICATIONS

4.16.1 The Contractor shall provide the Developer a copy of all written communications to the Engineer required under the Contract. Further, the Engineer shall advise the Developer of all oral communications from Contractor which may affect the Contract Sum or the Contract Time. Further, the Engineer shall provide the Developer a copy of all written communications to the Contractor required under the Contract.

4.17 ROYALTIES AND PATENTS

4.17.1 The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Developer harmless from loss on account thereof, except that the Developer shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

4.18 <u>INDEMNIFICATION</u>

- 4.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Developer and the Engineer and their agents and employees from and against all claims, damages, losses, fines and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or failing to comply with the terms and conditions of permits and governmental licenses or failing to comply with all applicable laws and regulations, or injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 4.18.
- 4.18.2 In any and all claims against the Developer or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 4.18.3 Notwithstanding anything to the contrary herein in the Contact, Contractor's indemnification hereunder shall not exceed Ten Million Dollars (\$10,000,000.00) and such limitation shall be part of the Specifications. All references to attorneys' fees in this Article shall include such attorneys' fees for appeals, administrative hearings, any arbitration proceedings, or any other legal proceedings. The first five hundred dollars (\$500.00) of the Contract Sum constitutes separate specific consideration for all indemnity obligations under the Contract Documents. The Contractor hereby acknowledges compliance with Florida Statute 725.06. In addition, so much of the money due to the Contractor under the Contract as is considered necessary by the Developer may be retained by the Developer or, in case no money is due, the Contractor's surety shall be liable hereunder until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been settled or resolved by judicial determination or binding settlement. Provided further, it is specifically agreed between the parties that it is not intended by any of the provisions of any part of the Contract to make the public, or any member thereof, a

third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

ARTICLE 5

SUBCONTRACTORS

5.1 **DEFINITION**

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative. The term Subcontractor does not include any separate contractor or his subcontractors.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

5.2 <u>AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR</u> PORTIONS OF THE WORK

- 5.2.1 Unless otherwise previously furnished pursuant to the Contract Documents or the Bidding Documents, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Developer and the Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions or the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Developer or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Developer Engineer to reply promptly shall constitute notice of no reasonable objection. The provisions of this Subparagraph 5.2.1 are in addition to the requirement of the submission of the names of those designated subcontractors and material or equipment suppliers which must be submitted with the bidder's proposal.
- 5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the Developer or Engineer has made reasonable objection under the provisions or Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Provided that the Contractor shall be deemed to have waived any objection he may have to contracting with those persons and entities whose names were submitted in conjunction with his bid proposal.
- 5.2.3 If the Developer or the Engineer has a reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Developer or the Engineer

has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

5.2.4 The Contractor shall make no substitution for any Subcontractor, person or entity previously selected if the Developer or Engineer makes reasonable objection to such substitution.

5.3 SUBCONTRACTURAL RELATIONS

5.3.1 By an appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Contract Documents, assumes toward the Developer and the Engineer. Said agreement shall preserve and protect the rights of the Developer and the Engineer under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor Subcontractor agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Developer. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with his Sub-subcontractors. The Contractor shall make available each proposed Subcontractor prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph 5.3, and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such documents available to this Sub-subcontractors.

ARTICLE 6

WORK BY DEVELOPER OR BY SEPARATE CONTRACTORS

6.1 <u>DEVELOPER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE</u> CONTRACTS

6.1.1 The Developer reserves the right to perform Work related to the Project with his own forces, and to award separate contacts in connection with other portions of the Project or other Work on the site under these or similar Conditions or the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the Developer, he shall make such claim as provided elsewhere in the Contract Documents.

- 6.1.2 When separate contracts are awarded for different portions of the Project or other Work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement.
- 6.1.3 The Developer will provide for the coordination of the work of his own forces and of each separate contractor with the work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Developer and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.
- 6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the Developer or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Developer's or separate contractors' Work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.
- 6.2.3 Any costs caused by defective or ill-timed Work shall be borne by the party responsibility therefor.
- 6.2.4 Should the Contractor wrongfully cause damage to the work or property of the Developer, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.
- 6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such separate contractor by agreement if he will so settle. If such separate contractor sues the Developer on account of any damage alleged to have been sustained, the Developer at its sole option, may notify the Contractor, who shall defend such proceedings at the Contractor's expense. Whether or not the Contractor defends such action, if any judgment of award against the Developer arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Developer for all such damage provided such liability of the Contractor shall not exceed Ten Million Dollars (\$10,000,000.00) and such limitation shall be a part of the Specifications. In any event, the Contractor shall reimburse the Developer for all of the Developer's attorneys' fees and court costs, which the Developer has incurred, including those of appeal.

6.3 DEVELOPER'S RIGHT TO CLEAN UP

6.3.1 If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required in Paragraph 4.15, the Developer may clean up and charge the cost thereof to the contractors responsible therefor as the Engineer shall determine to be just.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

7.1.1 The Contract shall be governed by the law of the place where the Project is located.

7.2 <u>SUCCESSORS</u> AND ASSIGNS

7.2.1 The Developer and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or sublet it as a whole without the written consent of the Developer, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of Developer. Provided, the Developer may assign the Contract without restriction.

7.3 WRITTEN NOTICE

7.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to him who gives the notice.

7.4. CLAIMS FOR DAMAGES

7.4.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, claim shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

7.5 INTENTIONALLY OMITTED.

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents on the Contractor and the rights and remedies available thereunder to the Developer shall be in addition to and not

a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

7.6.2 No action or failure to act by the Developer, Engineer or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7.7 TESTS

- 7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer may observe such inspection, testing or approval. The Contractor shall be responsible for the scheduling and the Developer for payment of all testing required for compliance and completion of the Work. Reimbursement for any testing failures shall be borne by the Contractor and it shall be the Contractor's responsibility to compensate the testing firm.
- 7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will upon written authorization from the Developer instruct the Contractor to order such special inspection or testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services made necessary by such failure, otherwise the Developer shall bear such costs, and an appropriate Change Order shall be issued.
- 7.7.3 Required certificates of inspections, tests or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.
- 7.7.4 If the Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

7.8 **DUTY TO CONTINUE WORK**

7.8.1 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any dispute or litigation, and the Developer shall continue to make payments to the Contractor in accordance with the Contract Documents.

7.9 <u>DEVELOPER'S RIGHT TO UTILIZE AND OCCUPY</u>

Prior to Substantial Completion and so long as the Developer does not impede the Work of the Contractor and its subcontractors, employees, and agents, the Developer shall be allowed to utilize the Work for its intended purpose, and the Developer and its employees and agents shall be entitled to occupy portions of the Work and use such portions in the manner for which it

is intended. Use and occupancy may, at the option of the Developer, include the installation of any equipment and furnishings belonging to the Developer.

ARTICLE 8

TIME

8.1 **DEFINITIONS**

- 8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.
- 8.1.2 The Date of Commencement of the Work is the date set forth at Article 3 of the Agreement.
- 8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the Developer can occupy or utilize the work or designated portion thereof for the use for which it is intended. The criteria for determining the date for Substantial Completion, in addition to the above, shall include, but shall not be limited to, the following: (a) the issuance of a certificate of occupancy if applicable to this Work by the appropriate governmental body as to all the work or designated portion thereof; (b) the ability of the Developer to occupy and use all the work without being impeded by any Work of the Contractor, except for punch list items determined by the Developer; (c) satisfactory completion of final inspections and all tests required by the county.
- 8.1.4 The term day as used in the Contract Documents shall mean calendar day unless otherwise specifically designated.

8.2 PROGRESS AND COMPLETION

- 8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.
- 8.2.2 The Contractor shall begin the Work on the Date of Commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.
- 8.2.3 The Contractor shall furnish adequate forces, construction plans, shop drawings, and equipment and shall work such hours, including night shift, overtime operations, Sundays and Holidays in order to complete the Work in accordance with a progress schedule approved by the Developer. If the Contractor falls behind such schedule, Contractor shall take such steps as may be necessary to improve his progress by increasing the number of shifts and/or overtime

operations, days of work and/or the amount of construction forces, all without additional cost to the Developer under the Contract. Failure of the Contractor to comply with these provisions shall be grounds for termination of the Contract by the Developer pursuant to Paragraph 14.2.

8.3 <u>DELAYS AND EXTENSIONS OF TIME</u>

- 8.3.1 If a Contractor is delayed at any time in the progress of the Work by any act or neglect of the Developer, or by any employee thereof, or by any separate contractor employed by the Developer, or by changes ordered in the Work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays in delivery of materials and equipment beyond the control of Contractor, then the Contract Time shall be extended by Change Order for such reasonable time as the Developer may determine. Provided further that the Contractor specifically acknowledges that it has estimated and planned for a minimum of twenty (20) days of adverse weather conditions (preventing all Work), prior to entering into the Contract and accepting the limitations relating to time of Substantial Completion set forth in Article 3 of the Agreement. Accordingly, Contractor shall not be entitled to any change in the time required for Substantial Completion based on such adverse weather conditions until such conditions cause delay for a period of time in excess of the twenty (20) days planned.
- 8.3.2 Any claim for extension of time shall be made in writing to the Engineer not more than fifteen (15) days after commencement of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.
- 8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.
- 8.3.4 Time is of the essence in the Work provided for in these Contract Documents. Further, there will be, on the part of the Developer, considerable monetary damage in the event the Work provided for in these Contract Documents is not completed by the Contractor within the time fixed for Substantial Completion of the Work. Accordingly, it is understood and agreed by the Contractor that the liquidated damages for each and every day the time consumed in completing the Work exceeds the time allowed for therefor shall be the amount specified in Article 3 of the Agreement. This amount shall in no event, be considered as a penalty or otherwise but as liquidated and adjusted damages of the Developer because of said delay (actual damages as of the date hereof being unascertainable) and the Contractor shall be liable therefor. Provided further, that such liquidated damages, if any, may be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties of the Contractor, if any, shall be liable therefor. Said liquidated damages shall be payable by the Contractor to the Developer under the provisions of Paragraph 14.2 of the General Conditions, and shall not preclude recovery of damages by the Developer under other provisions of the Contract Documents, except those for delays in Substantial Completion. This provision for

liquidated damages shall in no manner effect the Developer's right to terminate the Contract as provided in Paragraph 14.2 of the General Conditions or elsewhere in the Contract Documents. The Contractor's exercise of a right to terminate shall not relieve the Contractor from its obligation to pay said liquidated damages from the retainage held by the Developer or from any other amount due to the Contractor from the Developer. Any excess of such liquidated damages over the amount due the Contractor from the Developer shall become immediately due and payable.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments thereto, is the total amount payable by the Developer to the Contractor for the performance of the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Applications for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used only as a basis for the Contractor's Applications for Payment. For each portion of the Work, this schedule of values shall detail the applicable quantities and unit prices of each item reflected on the Schedule of Estimated Quantities and Unit Prices.

9.3 APPLICATION FOR PAYMENT

- 9.3.1 After the twenty-fifth (25th) day of the month, the Contractor shall submit to the Engineer an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Developer or Engineer may require, and reflecting retainage, if any as provided elsewhere in the Contract Documents.
- 9.3.2 Payment will not be made on account of materials or equipment not incorporated in the Work.
- 9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Developer either by incorporation in the Construction or upon the receipt of payment by the Contractor, whichever occurs first free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or

furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.3.1 All Applications for Payment shall be submitted to the Engineer with original and three copies (one copy to the Developer), with supporting documentation as may be reasonably required by Developer to assure appropriate payment to all subcontractors and material men, in the form approved by the Developer. Such supporting documentation shall include but not be limited to waivers of liens, conditioned solely upon payment by the Developer of the Application for Payment, and a sworn statement to the effect that all labor and materials included in the Application for Payment have been paid by the Contractor, unless otherwise listed. The sworn statement shall be on a standard form approved by the Developer which lists unpaid amounts, if any, to laborers, material suppliers and subcontractors. Certificates of Payment will not be processed for payment unless sworn statements are submitted with request for payment. Applications for Payment shall include each such item or heading determined by Paragraph 9.2, the percentage of completion of each such item or heading, the total amount of Work provided as of date of application of each such item or heading, the total amount of Work previously paid for each item or heading, the amount of Work required for each item or heading and such other information as the Developer may direct. In addition to the above, the Contractor, as a condition precedent to any progress of final payment to be made hereunder shall comply with Florida Mechanics' Lien Laws, Chapter 713, Florida Statutes, now existing or as may hereafter be amended ("Mechanics' Lien Law"). To the extent that there is a conflict between the obligations of Developer under the Contract Documents and the obligations of the Developer under the Mechanics' Lien Law (which obligations under the Mechanics' Lien law are imposed in order to afford Developer its protections under said law), the obligations of Developer under the Mechanics' Lien Law shall prevail. The Developer shall withhold 10% retainage on each Application for Payment submitted by the Contractor through 50-percent completion of the Work. After 50-percent completion, the Owner shall withhold 5% retainage on each Application for Payment in accordance with section 218.735 (8) (b), Florida Statutes. The Contractor shall pay any subcontractors in accordance with the retainage provisions outlined in section 218.735 (8), Florida Statutes.

9.3.4 A sworn "Contractor's Affidavit" shall be submitted with each payment request in sufficient form for the Developer to determine Contractor's right to payment in compliance with the Florida Mechanics' Lien Law. Each payment request shall include properly executed waivers of lien in conformity with the information set forth on the properly completed Contractor's Affidavit. In the event that the Engineer and the Developer are satisfied with the Contractor's payment procedures, Engineer may accept partial waivers of the lien of subcontractors and suppliers who were included in the immediate preceding payment. Contractor shall submit the waivers on a current basis, but Engineer may not allow subcontractors and suppliers to be no more than one payment late in their partial waivers.

9.4 CERTIFICATES FOR PAYMENT

- 9.4.1 The Engineer will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the Developer, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.
- 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Developer, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction mean; methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

- 9.5.1 After the Engineer has issued a Certificate for Payment, the Developer shall make payment in the manner and within the time provided in the Contract Documents.
- 9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Developer, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.
- 9.5.3 The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Subcontractor.
- 9.5.4 Neither the Developer nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.
- 9.5.5 No Certificate for Payment, progress payment, or any partial or entire use or occupancy of the Project by the Developer, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

- 9.6.1 The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the Developer, if in his opinion he is unable to make representations to the Developer as provided in Subparagraph 9.4.2. If the Engineer is unable to make representations to the Developer as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the Developer. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate of Payment previously issued, to such extent as may be necessary in his opinion to protect the Developer from loss because of:
 - .1 defective Work not remedied,
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims,
 - .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,
 - .5 damage to the Developer or another contractor.
 - .6 reasonable evidence that the Work will not be completed within the Contract time, or
 - .7 persistent failure to carry out the Work in accordance with the Contract Documents.
- 9.6.2 When the basis for withholding his Certificate as outlined in Subparagraph 9.6.1 is removed, the Engineer shall certify for payment the related amounts for which payment has been properly requested.

9.7 FAILURE OF PAYMENT

9.7.1 If the Developer does not pay the Contractor within ten (10) days after the date established in the Contract Documents any amount to which no written objection has been made by the Developer or the Engineer then the Contractor may upon seven (7) additional days written notice to the Developer, stop the Work until payment of the amount owing has been received. The Contract shall be increased by the amount of the Contractor's reasonable cost of shut down, delay and start-up, which shall be effected by appropriate Change Order in accordance with Paragraph 12.3.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Developer, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Developer and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Developer and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.
- 9.8.2 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Engineer, the Developer shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof, as provided in the Contract Documents.

9.9 FINAL COMPLETION AND FINAL PAYMENT

- 9.9.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when he finds the Work acceptable under the Contract documents and the Contract fully performed, he will promptly issue a final Certificate for Payment stating that to the best of his knowledge, information and belief, and on the basis of his observations and inspection, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said final Certificate, is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in Subparagraph 9.9.2 have been fulfilled. Notwithstanding anything in the Contract seemingly to the contrary, the Work shall be acceptable for maintenance, or approved for full operation, by all applicable governmental entities.
- 9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Developer might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3), if required by the Developer, other data establishing payment or satisfaction for all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to

the extent and in such form as may be designated by the Developer. If any Subcontractor refuses to furnish a release or waiver required by the Developer, the Contractor may furnish a bond satisfactory to the Developer to indemnify him against any such lien and to assure payment of such claim. If any such claim or lien remains unsatisfied after all payments are made the Contractor shall refund to the Developer all moneys that the latter may be compelled to pay in discharging such lien and so satisfying such claim, including all costs and reasonable attorneys' fees.

- 9.9.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by the issuance of Change Orders affecting final completion, and the Engineer so confirms, the Developer shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Contract Documents, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 9.9.4 The making of final payment shall constitute a waiver of all claims by the Developer except those arising from:
 - .1 unsettled liens or claims of third parties,
 - .2 faulty or defective work appearing after Substantial Completion,
 - .3 failure of the Work to comply with the requirements of the Contract Documents, or
 - .4 terms of any special warranties required by the Contract Documents.
- 9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

10.2 SAFETY OF PERSON AND PROPERTY

- 10.2.1 The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
 - .1 all employees on the Project and all other persons who may be affected thereby;
 - .2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
 - .3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.
- 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Notwithstanding any provisions in the Contract to the contrary, the risk of loss on all materials and equipment incorporated in the Project or stored on the site shall be borne by the Contractor, who shall have the duty to protect the Project against damage, vandalism and malicious mischief.
- 10.2.4 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Sub-subcontractor, any materialman, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the Developer or Engineer or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

- 10.2.6 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Developer and the Engineer.
- 10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.
- 10.2.8 The Contractor shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his act or neglect or that of his agents or employees. The Contractor shall be responsible for the maintenance of traffic. If required by the Engineer, special policemen shall be used. It is the responsibility of the Contractor to ascertain from the Engineer, prior to submitting their bid, the extent and number of special policemen needed, as well as method and payment of said special policemen.

10.3 EMERGENCIES

10.3.1 In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 12 for Changes in the Work.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

- 11.1.1 During the term of the contract, the Contractor shall, at its own expense, purchase and maintain the following insurance in companies properly licensed in the state of Florida and satisfactory to the Developer:
 - .1 Workers and Workmen's Compensation including occupational disease and employer's liability insurance.
 - a. Statutory-amounts and coverages required by Florida law.
 - b. Employer's liability-at least five hundred thousand dollars (\$500,000.00) per each accident.

- .2 Comprehensive General Liability, including coverage for direct operations, sublet Work, contractual liability and completed operations and products liability with limits not less than those stated above.
 - a. Bodily injury liability-including personal injury of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) per occurrence.
 - b. Property damage liability of five hundred thousand dollars (\$500,000.00) for each occurrence and five hundred thousand dollars (\$500,000.00) in the aggregate.

Property Damage Liability Insurance shall include broad form coverage. Completed operations liability insurance shall continue in force for one year after the final acceptance of the Work.

- .3 If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits and specified above at 11.1.1.1 and 11.1.1.2.
- .4 Comprehensive Automobile Liability Insurance, including coverage for owned, nonowned and hired vehicles, for limits not less than listed below.
 - a. Bodily injury liability of five hundred thousand dollars (\$500,000.00) for each person and one million dollars (\$1,000,000.00) for each occurrence.
 - b. Property damage liability of two hundred fifty thousand dollars (\$250,000.00) for each occurrence.
- In addition to all coverage above, the Contractor shall furnish Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars (\$1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.
- 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. All insurance shall be in the form of "occurrence" type insurance which shall provide coverage for all claims arising from events occurring during the term of the required policies regardless of when such claim is made. All insurance shall remain in force until date of final payment and shall name the Developer as an additional insured.

- 11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor' obligations under Paragraph 4.18.
- 11.1.4 Certificates of Insurance Acceptable to the Developer shall be filed with the Developer prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or modified until at least thirty days' prior written notice has been given to the Developer and shall reflect that the Developer is an additional named insured under all required policies.

11.2 <u>DEVELOPER'S LIABILITY INSURANCE</u>

11.2.1 The Developer shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the Contract.

11.3 PROPERTY INSURANCE

- 11.3.1 The Contractor waives all rights against (1) the Developer and his Subcontractors, Sub-subcontractors, agents and employees and (2) the Engineer and separate contractors, if any, and their sub-contractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by any property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Developer as trustee. The Contractor, as appropriate, shall require of the Engineer, separate contractors, Subcontractors, and Sub-subcontractors by appropriate agreements, written where legally required for validity similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.1. All waivers of rights against the Developer under the terms of this Article 11, "Insurance", shall be deemed to include waivers of such rights against Developer's officers and employees.
- 11.3.2 The Developer as trustee shall have power to adjust and settle any loss with insurers.

11.4 LOSS OF USE OF INSURANCE

11.4.1 The Developer, at its option, may purchase and maintain such insurance as will insure it against loss of use of its property due to fire or other hazards, however caused. The Developer waives all rights of action against the Contractor for loss of use of its property, including consequential losses due to fire or other hazards however caused, to the extent covered by insurance, if any, obtained under this Paragraph 11.4. Provided, however, any such waiver of rights of action against the Contractor shall only be effective to the extent consistent with the Developer's insurance policies.

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

- 12.1.1 A Change Order is a written order to the Contractor signed by the Developer and the Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.
- 12.1.2 The Developer, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Developer resulting from a change in the Work shall be determined in one or more of the following ways:
 - .1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - by unit prices stated in the Schedule of Estimated Quantities and Unit Prices or subsequently agreed upon in writing;
 - .3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 by the method provided in Subparagraph 12.1.4.
- 12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order signed by the Developer, shall promptly proceed with the Work involved. The cost of such work shall then be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the Work attributable to the Change. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with the appropriate supporting data for inclusion in a Change Order. Unless otherwise provided, in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Developer, payments on account shall be made on the Engineer's Certificate for Payment. The amount of credit to be allowed by the Contractor to the Developer for any deletion or change which results

in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change. The allowable percentage on Change Orders of the combined Contractor's and Subcontractor's profit and overhead shall not exceed twenty percent (20%) of the direct labor and material costs of the Work reflected by such Change Order. Notwithstanding anything herein seemingly to the contrary, the Engineer shall determine the cost of Change Orders based on unit prices set forth in the Schedule of Estimated Quantities and Unit Prices to the extent that such unit prices are applicable to the work involved in the Change Order; provided, however, such unit prices shall be subject to adjustment as set forth below in Subparagraph 12.1.5.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Developer or the Contractor, the applicable unit prices shall be equitably adjusted.

12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract, be encountered, the Contract Sum shall be equitably adjusted by Change Order upon claim by either party made within twenty (20) days after the first observance of the conditions. Notwithstanding the foregoing, however, differing soil types found below the surface of the ground shall not constitute a concealed condition for which an adjustment to the Contract Sum shall be made.

12.3 <u>CLAIMS FOR ADDITIONAL COST</u>

- 12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer written notice thereof within twenty (20) days after the occurrence of the event giving raise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the Developer and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.
- 12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Developer to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written

order for a minor change in the Work pursuant to Paragraph 12.4, or (4) failure of payment by the Developer pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.3.3 If the Developer directs the Contractor, directly or indirectly, to perform Work as part of the Contract Documents, which Work the Contractor believes is not included therein, the Contractor shall advise the Developer in writing setting forth, in detail, the reasons for the Contractor's contention. Pending further advice from the Developer, the Contractor shall not proceed with the Work in dispute. After the Developer has investigated the reasons for the Contractor's contentions, and the Developer still believes that the disputed Work should be performed by the Contractor, the Developer will so advise the Contractor. Upon receipt of such advice from the Developer, the Contractor shall proceed with the disputed Work, forthwith, but the Contractor may, at the same time, advise the Developer he is doing so under protest. If it is determined by the Engineer that the Contractor is entitled to sums in addition to the Contract Sum on account of such disputed Work, then the Developer shall escrow the cost of said additions and said amount shall be disbursed upon final decision of the appropriate court of law. Upon payment to the escrow account of such sum, the Contractor waives any right to a lien on any portion of the Project for said sum. If the Engineer determines that the Contractor is not entitled to additions to the Contract Sum, no sum shall be escrowed and the Contractor shall be authorized to pursue his claim in a court of law. In any event, the Contractor shall proceed with the disputed Work during the pendency of any dispute as to his claim for additions to the Contract Sum.

12.4 MINOR CHANGE IN THE WORK

12.4.1 The Engineer will have authority to order minor change in the Work not involving an adjustment in the Contract Sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Developer and the Contractor. The Contractor shall carry out such written orders promptly.

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

- 13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.
- 13.1.2 If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such

work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Developer. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the Developer or a separate contractor as provided in Article 6, in which event the Developer shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

- 13.2.1 The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's additional services made necessary thereby.
- 13.2.2 If, within one year after the Date of Substantial Completion of the Work or designated portion thereof or within one year after acceptance by the Developer of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Developer to do so unless Developer has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. In any case wherein fulfilling the requirements of the Contract or of any warranty embraced in or required thereby the Contractor disturbs any Work under the Contract, he shall restore this disturbed Work to a condition satisfactory to the Developer and the extent provided by manufacturers' or materialmen's or subcontractors' warranties, he shall warrant such restored Work to the same extent as it was originally warranted under the Contract. The provision in this subparagraph regarding the survivability after termination of the Contract of the obligation to correct defective or improper Work shall not be construed to limit the survivability after termination of any other obligation under the Contract with is contemplated to be performed after the termination of the Contract.
- 13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the Developer.
- 13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the Developer may correct it in accordance with Paragraph 3.4.
- 13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the Developer may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Developer may upon ten (10) additional days of written notice sell such

Work at auction or private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Developer.

- 13.2.6 The Contractor shall bear the cost of making good all work of the Developer or separate contractors destroyed or damaged by such correction or removal.
- 13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 <u>ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK</u>

13.3.1 If the Developer prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

- 14.1.1 If through no fault of Contractor, Developer fails to pay Contractor any sum finally determined under the Contract to be due, then Contractor may, upon fourteen (14) days written notice to Developer (and provided Developer does not within such notice period pay such sum) terminate the Contract. Upon such termination, Contractor shall be entitled to payment for all Work performed according to its pro rata share of the Contract Sum (based on work completed in relation to all Work required under the Contract Documents). The provisions of this Paragraph
- 14.1 shall not relieve the Contractor of its obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Developer.

14.1.2 In no event shall Contractor be entitled to recovery of damages or restitution in excess of the Contract Sum.

14.2 TERMINATION BY DEVELOPER

- 14.2.1 Developer shall have the right to terminate the Contract upon failure of Contractor to cure any of the following defaults after fourteen (14) calendar days written notice:
 - .1 Failure to commence the Work in accordance with the provisions of the Contract.
 - .2 Failure to prosecute the Work to completion thereof in an efficient workmanlike, skillful, careful manner and in strict accordance with Contract Documents.
 - .3 Failure to use adequate amount and quality of personnel or equipment to complete the Work without undue delay.
 - .4 Allowing any condition to exist which will prevent the completion of the Work within the time specified in the Contract Documents or any extension thereof.
 - .5 Failure to perform any of its obligations under the Contract Documents.
 - .6 Failure to make prompt payments to its subcontractors, professional consultants, materialmen, or laborers.

In the event of the occurrences described above, the Developer may do one or more or the following at its sole option:

- .7 Terminate the Contract.
- .8 Exclude the Contractor from the site and take possession of the tools and equipment used by Contractor (without liability of the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site, or for which the Developer has paid Contractor and which are stored elsewhere and finish the Work as Developer may deem expedient.
- 14.2.2 Where Contractor's services have been terminated by Developer, termination shall not affect any rights of Developer against Contractor then existing or which may thereafter accrue. In particular, without limiting the generality of the foregoing, by such termination, the Developer shall not be deemed to have waived any rights to insist upon timely submittal of any claims by Contractor. Any retention or payment of money due Contractor by Developer will not release Contractor from liability.

- 14.2.3 In the event of termination by Developer, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of completing Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Developer. In finishing the Work, the Developer shall seek competitive bids for the Work performed, provided he shall not be required to obtain the lowest price for the Work performed.
- 14.2.4 In the event of a breach of the Contract by the Contractor in a manner other than a failure to substantially complete the Work within the time prescribed in the Contract Documents, which would result in liquidated damages, the Developer shall be entitled to recover all damages incurred by the Developer as a result of said breach. In the event of such breach, Developer shall have the right to offset against any retainage or any other amounts due the Contractor any damages that the Developer has incurred. In the event of such breach, the Developer shall be paid for all costs, plus reasonable attorneys' fees (including attorneys' fees and costs for all appeals and administrative proceedings) resulting from the enforcement of the Contract through legal proceedings or otherwise. Any and all suits for any and every breach of the Contract shall be instituted and maintained in any court of competent jurisdiction.

ARTICLE 15

MISCELLANEOUS

- 15.1 The Contractor shall be required as a condition of payment to execute any certificates, payment application or other documents required by applicable construction loan or bond financing which will provide a source of funds for the payment of the Contract Sum. Further, to the extent that any construction loan agreement or bond documents (relating to such construction loan or bond financing) conflict with any of the provisions of the Contract Documents, such construction loan agreement or bond documents shall prevail. By way of illustration and not limitation, the Contractor agrees that:
 - .1 All time periods, procedures, required documents, and other conditions of, or relating to, Payments and Completion under Article 9, hereof; and
 - .2 The form, content, and named insured under any required insurance policies under Article 11, hereof,

shall be superseded by any conflicting provisions set forth by such construction loan agreement and/or bond documents.

15.2 In connection with the performance of the Work under the Contract, the Contractor agrees not to discriminate against any subcontractor, employee or applicant for employment because of race, sex, religion, color, national origin or physical handicap. The

Contractor will take affirmative action to ensure that applications are employed, and that employees are treated during employment without regard to race, color, physical handicap, religion, sex or national origin. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause. The Contractor further agrees to insert the foregoing provision in all contracts hereunder, including contracts or agreement with labor unions and/or worker's representatives, except subcontractors for standard commercial supplies or raw materials.

CONSTRUCTION PLANS FOR

INDEX TO SHEETS

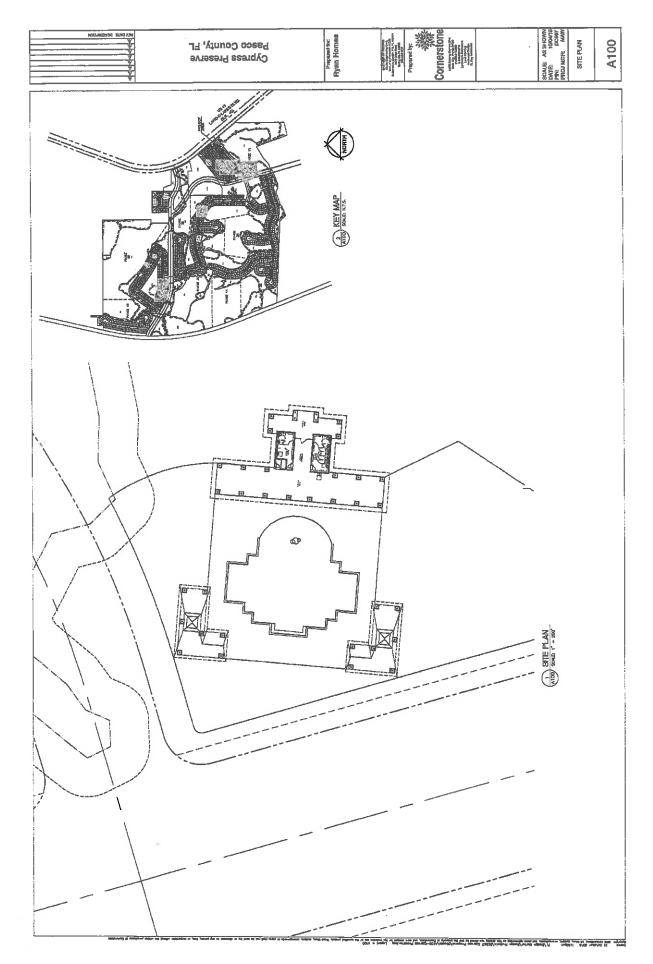
DESCRIPTION

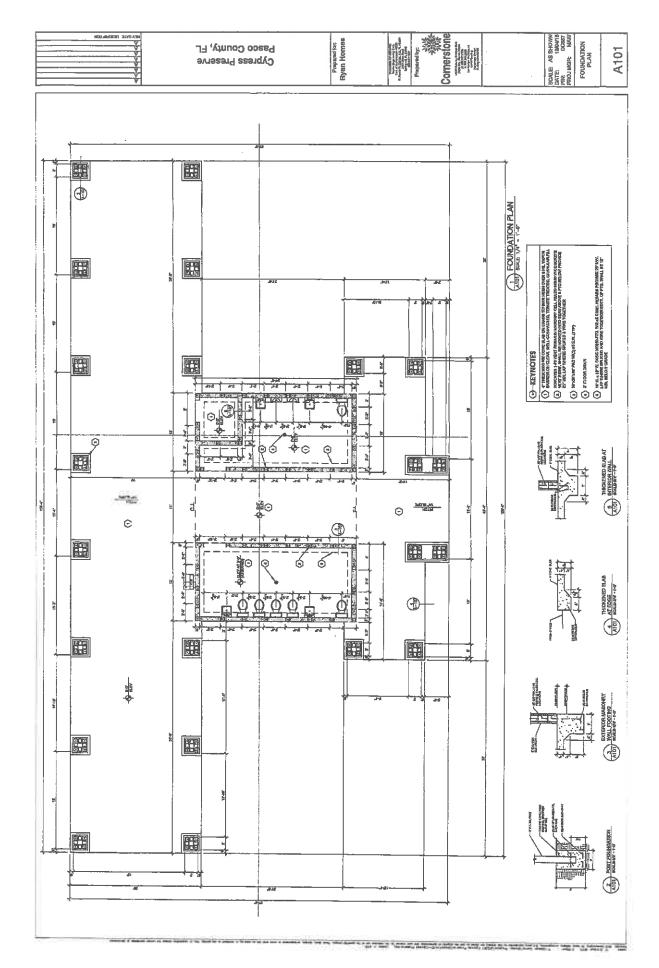
Cypress Preserve Clubhouse

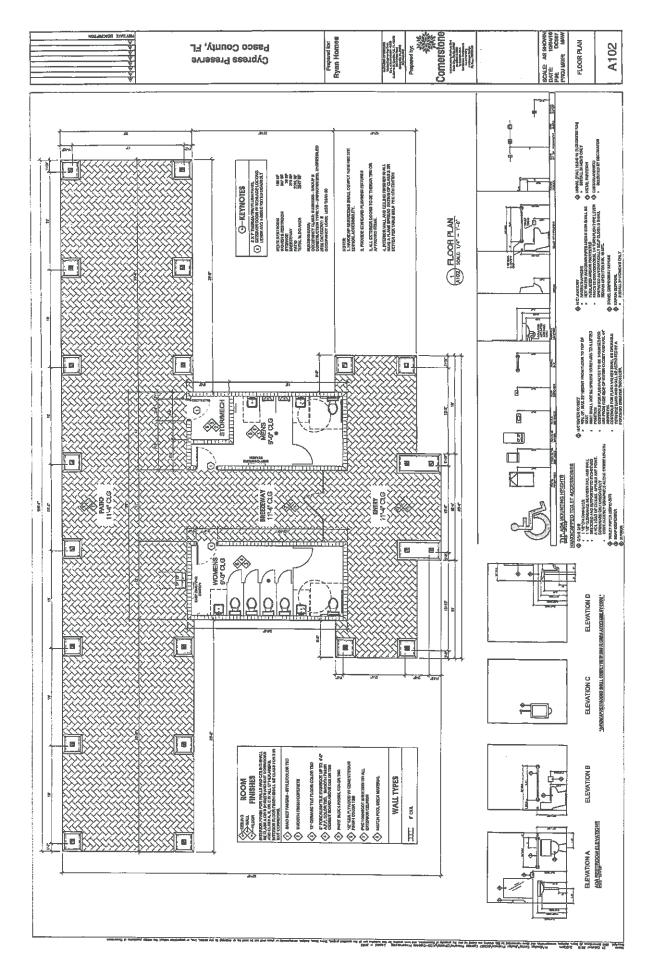
A PROJECT BY:
CORNERSTONE SOLUTIONS GROUP
14620 BELAMY BROTHERS BOULEVARD
DADE CITY, FLOUDA 33525
(866) 617-2235 [PHONE)
(866) 929-6998 [RAX)

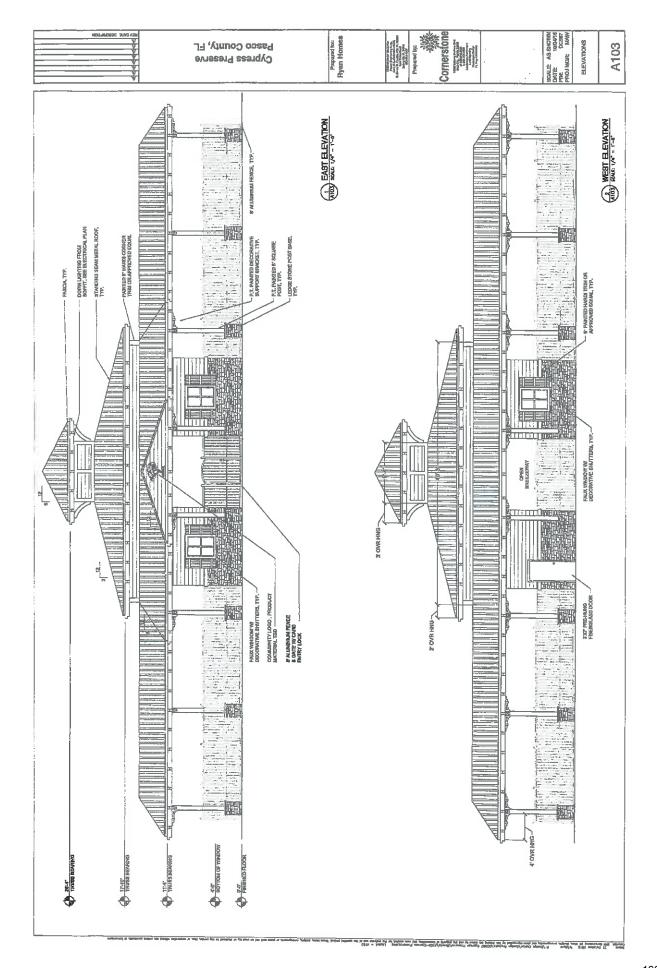


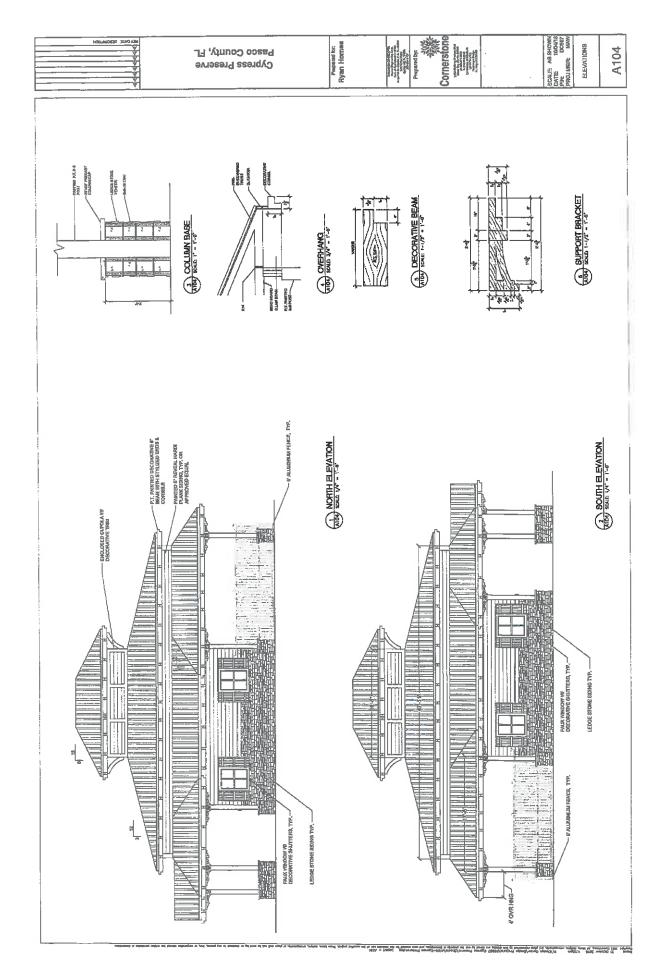
ALL CONSTRUCTION SHALL CORPLY WITH FLURIDA BULDING CODE 8th EDITION (2014)

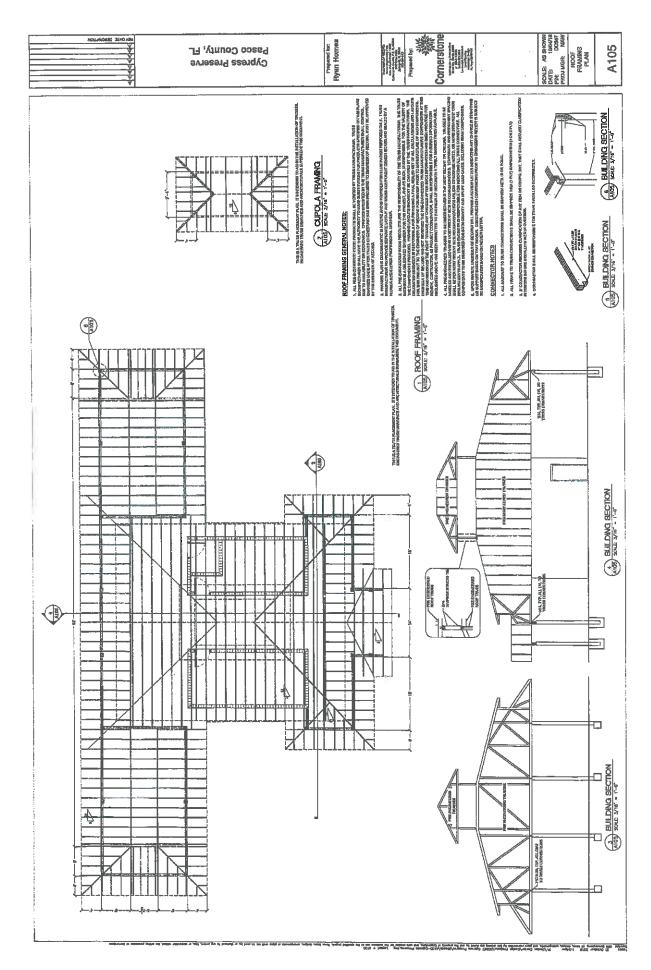




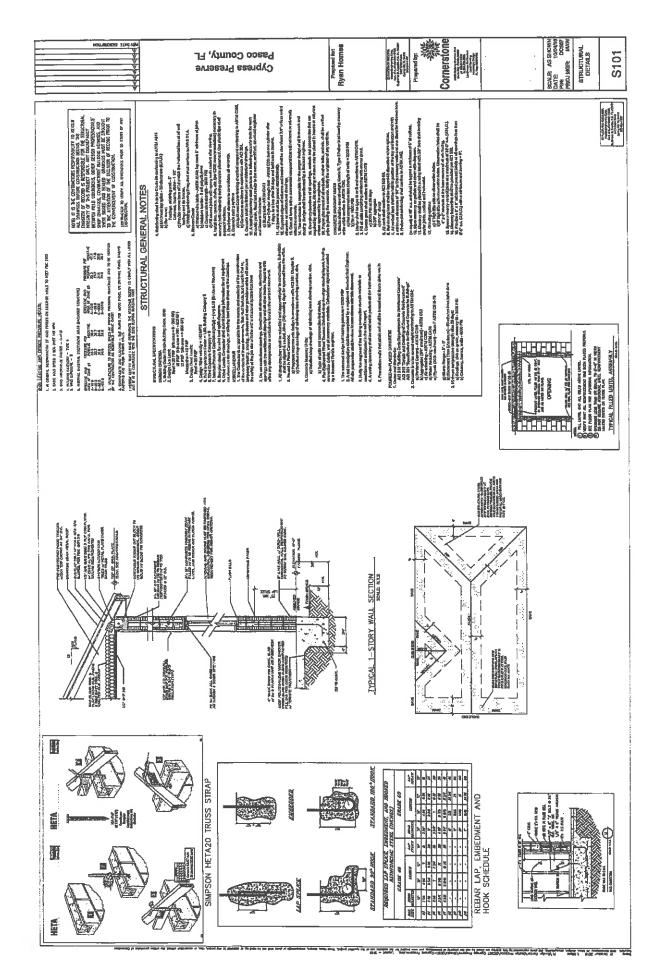


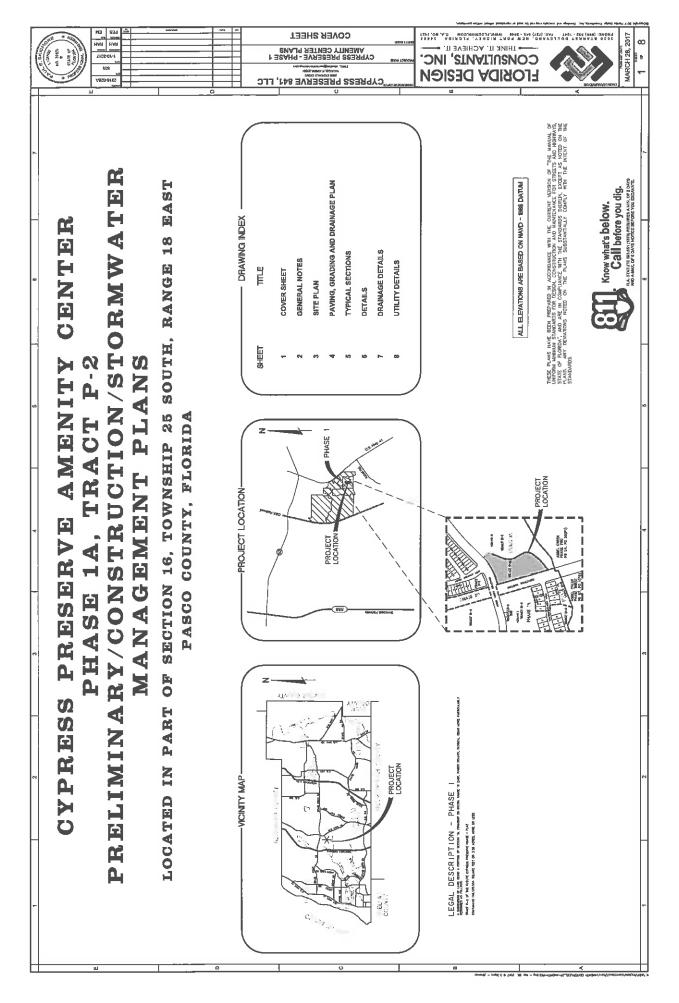




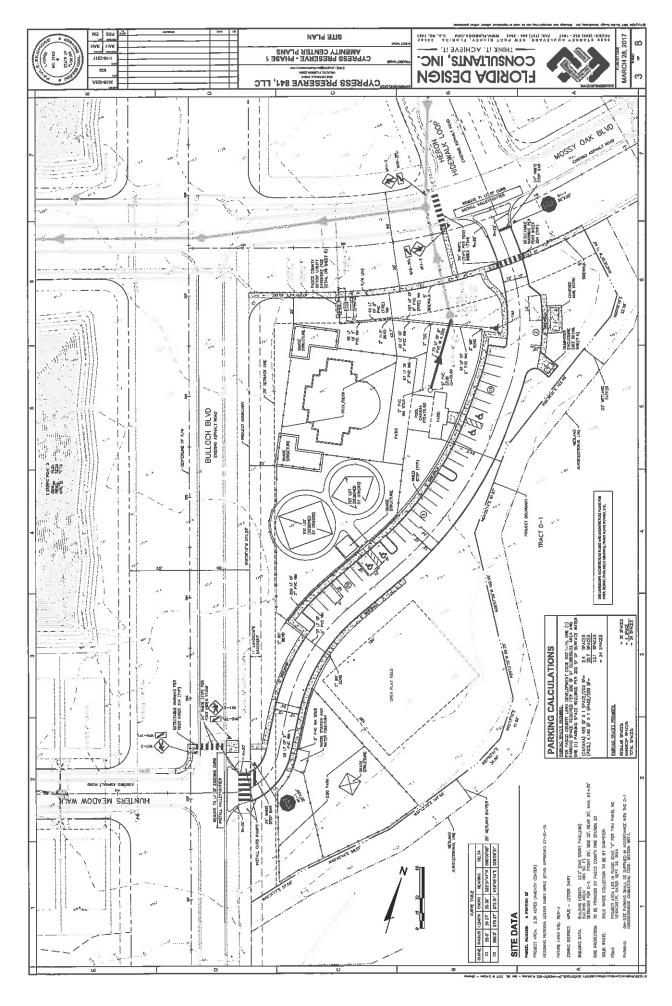


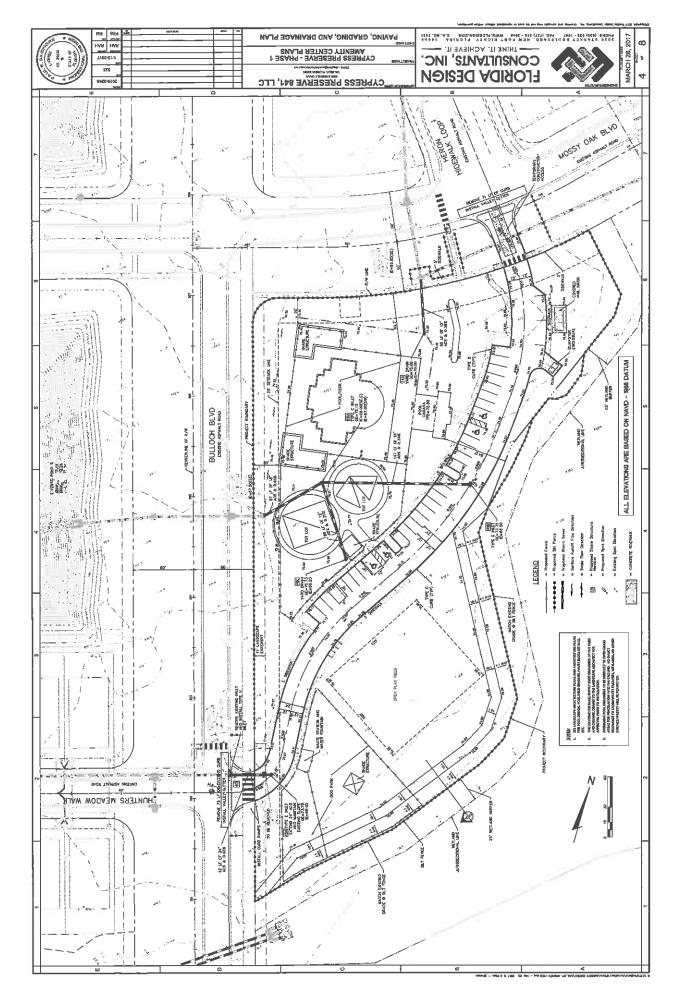
<u>_</u>	Prepared for Prepared for Prepared for Communication of C	Cornersion	SCALE AS SHOWN DAILE NO PROPER PROJUGIE NAW NOTES
GENERAL CLUBHOUSE SPECIFICATIONS 1. Whit chaigs not entity state but be completed by contracts careful place. 2. Chain an experient all premaind and an experient by contracts careful place. 3. Chain and the state of the contract but and the chain of the state of the contracts of the contract of the contracts of the contract of the contr	All registers (in the control of the control o	1. S. PERMINERI INDIES 1. S. PERMINERI SON WINCE PROPERTY OF THE IDEAL TREATMENT SOURCE ARE DEED DONE 1. S. PERMINERI SON WINCE STORM OF THE THEORY SAFET READMENT THE CONTROL THE CONTR	S. BOURD PARKET MENDER BY INCHICAGE AND
6. THOOD PREALS THE GLOBERT AND CHILDREN A AND SHILL ESPANSION. 6. THE SHEEKEN CHILDREN SHALL BE CHARGE THE AND THE ESPANSION OF THE AND THE CHARGE THE C	SER LOCATION REAL FILMING TO PROPER AND ALL ALLEGED NATURE SHOULD WERE LESS THE SERVICE STREET, SERVICE STREET	ECOLAROJES. ALL PATOL DESCRIPTO DE PAMERISTOVE VINTAGE SOZIANO. TROCFINO UNESERAN. SENTAL SE SENTA DE SENTAMBANDI UNE SPECS TREE PER SENTAMBANDI DE SENTAMBANDI UNE SPECS TREE SENTAMBANDI DE SENTAMBANDI UNE SPECS TREE SENTAMBANDI ONTO TREE SENTAMBANDI DE SENTAMBANDI UN SENTAMBANDI ONTO TREE SENTAMBANDI ONTO	INSTALTEN TWALE SPORT A CLUB WALLES SPORT A CLUB WALLES SPORT A CLUB WALLES SPORT A SPORT SPORT SPORT SPORT SPORT TO CREATE PART SPORT SPORT TO CREATE SPORT TO CREATE SPORT TO CREATE SPORT TO SPORT SPORT TO CREATE SPORT TO SPORT SPORT TO CREATE SPORT TO SPORT TO CREATE SPORT TO SPORT TO CREATE SPORT TO SPORT
1, CODER AND RESPIRICES 1, TANGENE MAIN THAN TO WIND CHINAL COLLEGE TO 3 199 1, TANGEN MAIN THAN TO THE STRUCK WASHING STRUCKED TO 3 199 1, A MERITON CONCERT NUMBER STRUCKTURES AND ASSOCIATION OF THE THAN STRUCK WASHING STRUCKES AND ASSOCIATION OF THE THAN STRUCK AND THE STRUCK WASHING STRU	A STATE OF THE STA		Transcreed

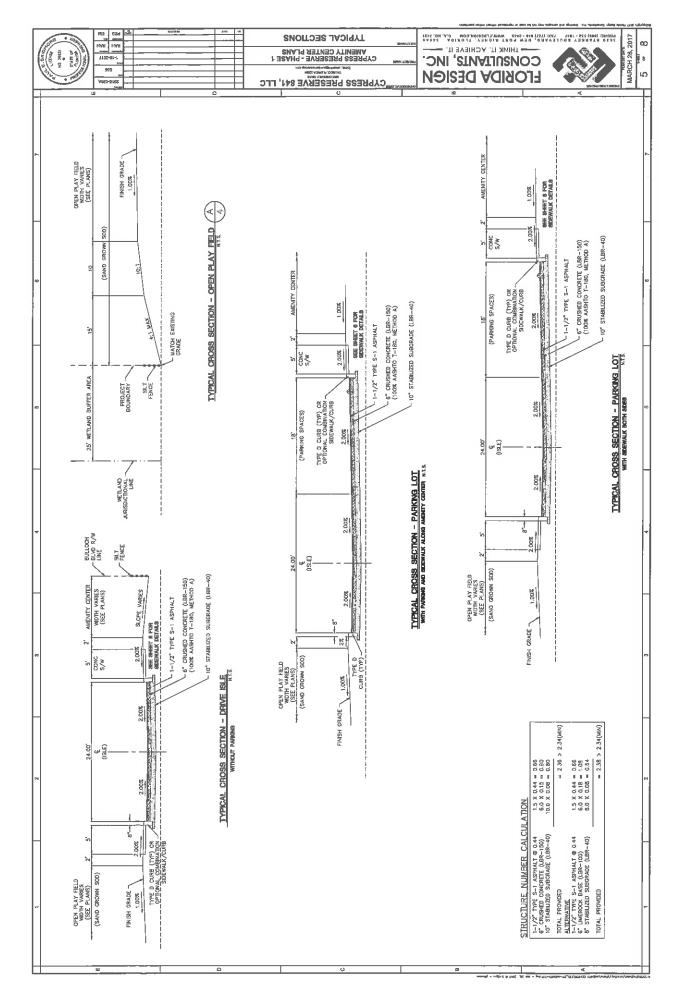


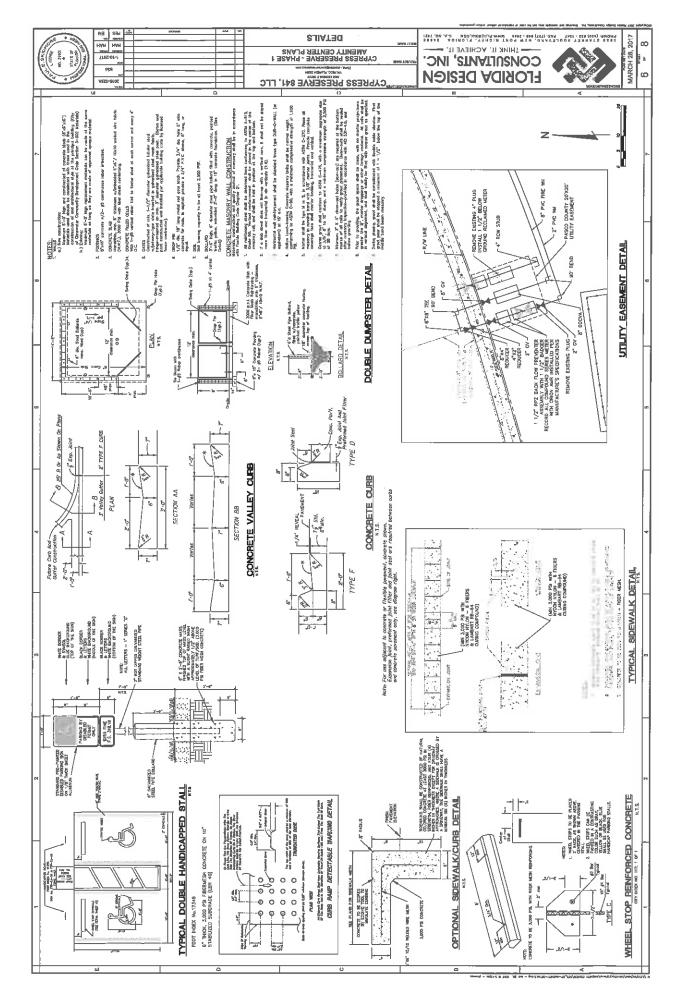


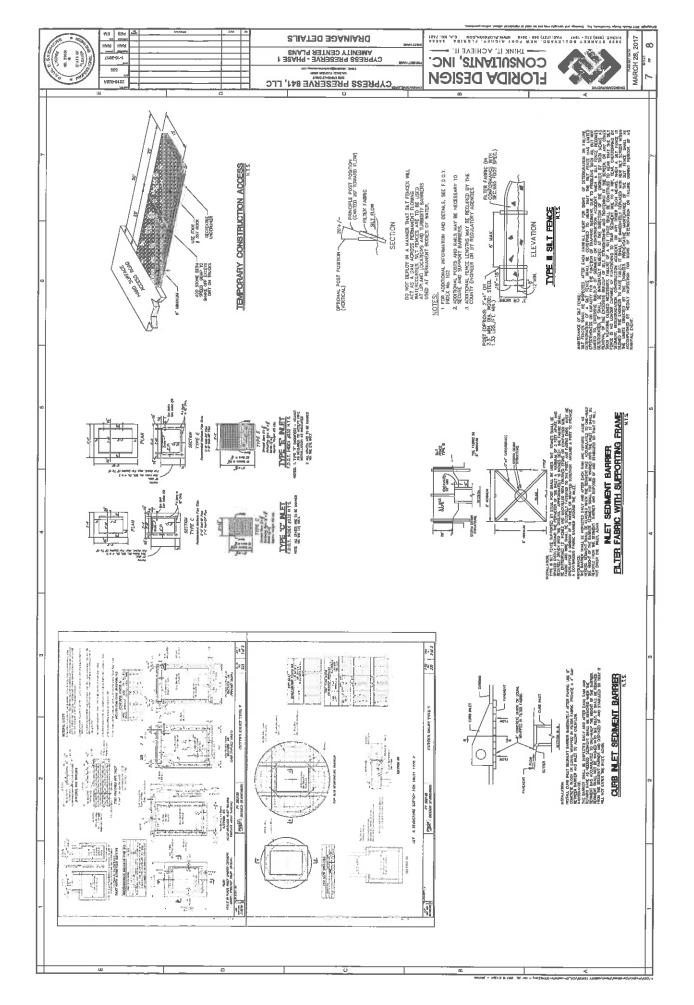
B. SKD.	A STATE OF THE STA	2016-028A	Section(s)	Bris OT	GENEKATION GENEKATION CENTER WHENTIA CENTER PLANS ANOTHER STATEMENT OF THE STATEMENT OF T	FLORIDA DESIGNA FLORIDA DESIGNA FLORIDA DESIGNA FLORIDA DESIGN FLORIDA DESIGNA FLORIDA	
	We have due a core in such a few of a few place, we supplement me has led of see not so fem to the addression and have not see the supplementation and the supplementation of the states before the supplementation of the supplementation and the supplementation of the supplemen	THE STATE OF THE S	A majoring remainder should be represented to the control and cont	T W THE STREET	All sounds the team of study as cours than the course of t	A MERICAN BANKER TO BE OF MERICAN STATES OF MERICAN STATES OF MERICAN AS PROPERTY IN NECESSARY OF MERICAN STATES OF MERI	B 7
S 4	III. If you are a contracts to a selection of the select	IN THE PROPERTY OF THE PROPERT	A THE SECOND STATES AND A SECOND STATE AND A SECOND STATES AND A S	The state of the s	A thin to ter you make the channel of the channel of the channel of the channel and the channel of the channel	A SECTION OF THE CONTRACT STREET, WE WANTED THE CONTRACT OF TH	5
1 2	CONSOLUTIONS 1. ALCOHOMOUS TO THE WOOD OF THE WOOD OF THE WOOD THE WOOD THE WOOD OF THE WOOD OF THE WOOD THE W	It is present the control of the con	In the opposition and opposition to the second of the company of t	If a loss deep the problem of the all the control of the control o	The fire command and control of the	The control less sealward notice less two fires and many of the control less sealward notice less than the control less sealward notice less sealward notice les sealward notice les sealward notice less sealward notice les sealward notice les sealward notice les sealward notice les sealwards and the control less sealwards and the control le	2

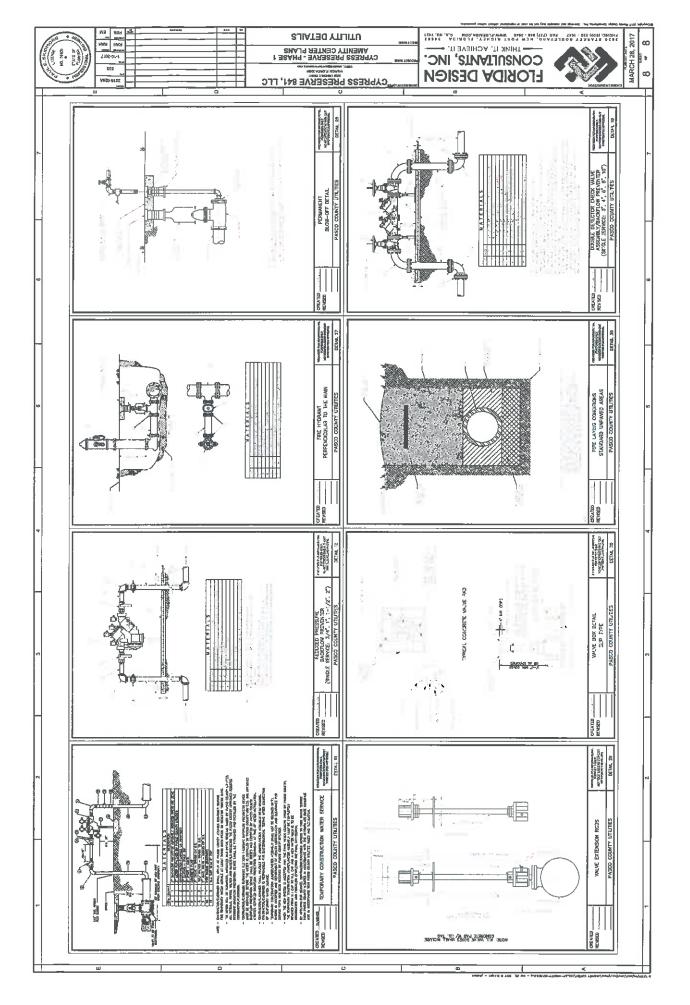












1 August 1, 2017 Minutes of the Regular Meeting and Public Hearing 2 3 Minutes of the Regular Meeting and Public Hearing 4 5 The Regular Meeting and Public Hearing of the Board of Supervisors for the Cypress Preserve 6 Community Development District was held on Tuesday, August 1, 2017 at 2:30 p.m. at The 7 Land O' Lakes Branch Library, located at 2818 Collier Parkway, Land O' Lakes, FL 34639. 8 9 10 1. CALL TO ORDER/ROLL CALL 11 12 Debby Hukill called the Regular Meeting and Public Hearing of the Cypress Preserve 13 Community Development District to order on Tuesday, August 1, 2017 at approximately 2:30 14 p.m. 15 16 **Board Members Present and Constituting a Quorum:** 17 Brian Howell **Supervisor** 18 Eric Davidson Supervisor 19 Debby Hukill Supervisor 20 21 **Staff Members Present:** 22 Debby Hukill Meritus District Counsel 23 Vivek Babbar 24 25 Penny Clark 26 27 There were no members of the general public in attendance. 28 29 30 2. PUBLIC COMMENT ON AGENDA ITEMS 31 32 There were no public comments on agenda items. 33 34 35 3. PUBLIC HEARING ON PROPOSED FISCAL YEAR 2017 AND FISCAL YEAR 36 **2018 BUDGET** 37 A. Open Public Hearing on Proposed Fiscal Year 2017 and Fiscal Year 2018 Budget 38 39 MOTION TO: Open the Public Hearings. 40 MADE BY: Supervisor Davidson 41 SECONDED BY: Supervisor Howell **DISCUSSION:** None further 42 **RESULT:** 43 Called to Vote: Motion PASSED 44 3/0 - Motion Passed Unanimously

47 **B.** Staff Presentations 48 49 Ms. Hukill went over the budget line items. 50 C. Public Comments 51 52 53 There were no public comments. 54 55 D. Close Public Hearing on Proposed Fiscal Year 2017 and Fiscal Year 2018 Budget 56 MOTION TO: 57 Close the Public Hearing. 58 MADE BY: Supervisor Davidson SECONDED BY: 59 Supervisor Howell 60 **DISCUSSION:** None further Called to Vote: Motion PASSED 61 **RESULT:** 62 3/0 - Motion Passed Unanimously 63 E. Consideration of Resolution 2017-28; Adopting Fiscal Year 2017 Budget 64 65 66 The Board reviewed the resolution. 67 68 MOTION TO: Approve Resolution 2017-28. 69 MADE BY: Supervisor Howell 70 SECONDED BY: Supervisor Davidson 71 **DISCUSSION:** None further 72 **RESULT:** Called to Vote: Motion PASSED 73 3/0 - Motion Passed Unanimously 74 75 F. Consideration of Resolution 2017-29; Adopting Fiscal Year 2018 Budget 76 77 The Board reviewed the resolution. 78 79 MOTION TO: Approve Resolution 2017-29. 80 MADE BY: Supervisor Howell 81 SECONDED BY: Supervisor Davidson 82 **DISCUSSION:** None further 83 **RESULT:** Called to Vote: Motion PASSED 84 3/0 - Motion Passed Unanimously

88 4. BUSINESS ITEMS 89 A. Consideration of Resolution 2017-30; Assessment Resolution 90 91 The Board reviewed the resolution. 92 93 MOTION TO: Approve Resolution 2017-30. 94 MADE BY: Supervisor Davidson 95 SECONDED BY: Supervisor Howell 96 **DISCUSSION:** None further 97 **RESULT:** Called to Vote: Motion PASSED 98 3/0 - Motion Passed Unanimously 99 100 B. Consideration of Resolution 2017-31; Setting Fiscal Year 2018 Meeting Schedule 101 102 The Board reviewed the resolution. 103 104 Approve Resolution 2017-31 with changes. MOTION TO: 105 MADE BY: Supervisor Howell 106 SECONDED BY: Supervisor Davidson 107 **DISCUSSION:** Supervisor Davidson noted that the year needs to be 108 changed to 2018 for January through September. 109 Called to Vote: Motion PASSED **RESULT:** 110 3/0 - Motion Passed Unanimously 111 C. Update on Bond Validation Hearing 112 D. General Matters of the District 113 114 115 5. CONSENT AGENDA 116 117 A. Consideration of the Minutes of the Special Organizational Meeting May 10, 2017 118 B. Consideration of the Minutes of the Board of Supervisors Landowners Election, 119 120 Public Hearing, and Regular Meeting July 11, 2017 121 122 The Board reviewed the Consent Agenda items.

124			
125		MOTION TO:	Approve the Consent Agenda.
126		MADE BY:	Supervisor Howell
127		SECONDED BY:	Supervisor Davidson
128		DISCUSSION:	None further
129		RESULT:	Called to Vote: Motion PASSED
130			3/0 - Motion Passed Unanimously
131 132 133 134 135		FF REPORTS District Counsel	
136 137 138	Mr. Babbar v Interest form	-	nd make sure that the Supervisors filled out their Conflict of
139 140 141 142	C. D	vistrict Manager vistrict Engineer	
143 144	7. SUPI	ERVISOR COMME	NTS
145 146 147	There were n	o Supervisor commen	its.
148	8. PUB	LIC COMMENTS	
149 150 151 152	There were n	no public comments.	
153 154	9. ADJ0	OURNMENT	7
155		MOTION TO:	Adjourn.
156		MADE BY:	Supervisor Howell
157		SECONDED BY:	Supervisor Davidson
158		DISCUSSION:	None further
159		RESULT:	Called to Vote: Motion PASSED
160			3/0 - Motion Passed Unanimously
161			<u>.</u>

163 164	*Please note the entire meeting is av	vailable on disc.			
165 166	*These minutes were done in summary format.				
167 168 169 170	*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.				
172 173 174 175	Meeting minutes were approved at noticed meeting held on	a meeting by vote of the Board of Supervisors at a publicly			
176 177 178 179	Signature	Signature			
180 181	Printed Name	Printed Name			
181 182 183 184 185 186	Title: □ Secretary □ Assistant Secretary	Title: □ Chairman □ Vice Chairman			
188 189 190 191		Recorded by Records Administrator			
192 193 194		Signature			
195 196		Date			
	Official District Seal				