

VillaMar
Community Development District

Meeting Agenda

August 1, 2023

AGENDA

VillaMar

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

July 25, 2023

**Board of Supervisors
VillaMar
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **VillaMar Community Development District** will be held **Tuesday, August 1, 2023 at 11:45 AM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Zoom Video Join Link: <https://us06web.zoom.us/j/88146441262>

Call-In Information: 1-646-876-9923

Meeting ID: 881 4644 1262

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the June 6, 2023 Board of Supervisors Meeting
4. Public Hearings
 - A. Public Hearing on the Adoption of the Fiscal Year 2024 Budget
 - i. Consideration of Resolution 2023-13 Adopting the District's Fiscal Year 2024 Budget and Appropriating Funds
 - B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments
 - i. Consideration of Resolution 2023-14 Imposing Special Assessments and Certifying an Assessment Roll
5. Consideration of Resolution 2023-15 Ratifying Series 2023 Bonds
6. Consideration of Third Amended and Restated Disclosure of Public Financing
7. Consideration of Resolution 2023-16 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024
8. Consideration of Resolution 2023-17 Designating a Date, Time, and Location for a Landowners' Meeting and Election
9. Presentation of Arbitrage Rebate Reports for:
 - A. Series 2022 Phase 3 Project Bonds
 - B. Series 2022 Phase 4 Project Bonds

¹ Comments will be limited to three (3) minutes

10. Ratification of Contract for Phase 6 and Phase 6C Project Improvements
11. Ratification of Change Order for Phase 6D
12. Ratification of Temporary Construction and Access Easement Agreement for Phase 6
13. Staff Reports
 - A. Attorney
 - i. Memo Regarding Ethics Training for Elected Officials
 - B. Engineer
 - i. Acceptance of Annual District Engineering Report
 - C. Field Manager's Report
 - i. Consideration of Seasonal Service Increase in Pool Maintenance Services from District Vendor Resort Pool Services
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Resident Request to Extend Pool Hours to Open at 7:00 AM
14. Other Business
15. Supervisors Requests and Audience Comments
16. Adjournment

MINUTES

**MINUTES OF MEETING
VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the VillaMar Community Development District was held on Tuesday, **June 6, 2023** at 11:45 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Brian Walsh	Vice Chairman
Lauren Schwenk	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, KVV Law
Marshall Tindall	Field Manager, GMS

The following is a summary of the discussions and actions taken at the June 6, 2023 VillaMar Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. There were three Supervisors present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that there was one member of the public joining the meeting via Zoom. There being no public comments at this time, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Minutes of the May 2, 2023 Board of Supervisors Meeting

Ms. Burns presented the May 2, 2023 Board of Supervisors meeting. She asked if there were any corrections, comments, or changes to the minutes. Hearing none, she asked for a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Minutes of the May 2, 2023 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Presentation of Supplemental Assessment Methodology for Assessment Area Five Updated with Final Numbers

Ms. Burns presented the resolution to the Board and added that the updated version had been circulated last week. She gave a brief summary of the methodology for the Board. Table 1 outlines that there are 443 units: 238 40' units and 205 50' units. Table 2 shoes the capital improvement plan cost estimate totaling \$16,190,061. Table 3 shows the bond sizing totaling \$7,940,000. Table 4 outlines the improvement costs per unit. Table 5 shoes the par debt per unit that includes and developer contribution for the 50' lots to bring the assessment par debt per unit to \$17,923. Table 6 breaks down the net and gross annual debt assessment per unit that will be collected on the tax bill totals \$1,344.03. Table 7 shows the preliminary assessment roll. There is one landowner for this assessment area, and it is VMAR DEV, LLC and there is an included legal description of Assessment Area Five. Ms. Burns then offered to answer any questions for the Board. Hearing no comments, there was a motion of approval.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Supplemental Assessment Methodology for Assessment Area Five Updated with Final Numbers, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2023-11 Supplemental Assessments Resolution

Ms. Burns stated that this resolution sets forth the actual terms of the Assessment Area Five bonds and confirms the liens and levies of the special assessments that secure the Assessment Area Five bonds. Ms. Gentry added that section two makes all the findings necessary to finalize the assessment lien and approves the engineer's report and assessment methodology that is used in conjunction with these bonds. The attachments include copies of the reports, the legal description for the assessment area five lands, and the details of the final bond sizing. Ms. Burns asked for any questions from the Board. There being no comments, there was a motion of approval.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2023-11 Supplemental Assessment Resolution, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2023-12 Appointing an Assistant Treasurer

Ms. Burns presented resolution 2023-12 and noted that staff would like to appoint Darrin Mossing in the GMS office as an assistant treasurer to the District.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, Resolution 2023-12 Appointing an Assistant Treasurer, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry stated that she had nothing further to report.

B. Engineer

There being no comments, the next item followed.

C. Field Manager’s Report

Mr. Tindall reviewed the field manager’s report to the Board. He stated that the amenity is doing well overall and there have been few complaints about midges around the building and they are looking into any mitigation options. He also reported a trash can issue. The cans were only being emptied once a week. There has been a soft approval of additional janitorial additions for another trash emptying. He asked for the Board to approve the temporary approval for the next few months until the new budget is adopted and until then it will be taken form the contingency fund. The estimated cost is \$210 a month.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, the Proposal from Janitorial Contractor for Supplemental Trash Services, was approved.

Mr. Tindall continued to report that landscaping overall is doing very well. A line break occurred near the model home which caused a few hedges to die, and they will work on getting those replaced. There were some issues with missing street signs but the ones that need replacing are on order and they are working on straightening. Mr. Tindall offered to answer any questions for the Board. Hearing none, the next item followed.

D. District Manager’s Report

i. Approval of the Check Register

Ms. Burns presented the check register to the Board. She asked for any questions or comments. Hearing no comments, she asked for a motion to approve.

On MOTION by Mr. Walsh, seconded by Ms. Schwenk, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns presented the unaudited financials. There was no Board action for this item.

iii. Discussion Regarding July 2023 Board Meeting

Ms. Burns stated that the July Board meeting will fall on the 4th of July, and she asked the Board if they wanted to cancel the meeting. They agreed and the July meeting was canceled.

iv. Reminder to Board to File Form 1's with the Supervisor of Elections

Ms. Burns noted that the Form 1 should be filed in the county that they live in by July 1, 2023. She has available copies for the Board members.

EIGHTH ORDER OF BUSINESS

Other Business

There being no other business, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Resident Sonja thanked staff for fixing the stop sign she mentioned in the last meeting and reported that there is another stop sign at Vienna and Cunningham that is crooked. Mr. Tindall will make sure that it gets taken care of. There being no other public comments the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Mr. Heath, seconded by Mr. Walsh, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2023-13

THE ANNUAL APPROPRIATION RESOLUTION OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2023, submitted to the Board of Supervisors (“**Board**”) of the Villamar Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the VillaMar Community Development District for the Fiscal Year Ending September 30, 2024.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$ _____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
CAPITAL RESERVE	\$ _____
DEBT SERVICE FUND (SERIES 2019)	\$ _____
DEBT SERVICE FUND (SERIES 2020)	\$ _____
DEBT SERVICE FUND (SERIES 2022/PHASE 3)	\$ _____
DEBT SERVICE FUND (SERIES 2022/PHASE 4)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within five (5) days after adoption and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 1ST DAY OF AUGUST 2023.

ATTEST:

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By:_____

Its:_____

Exhibit A: Fiscal Year 2023/2024 Budget

VillaMar
Community Development District

Proposed Budget
FY2024



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VillaMar
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 635,169	\$ 627,388	\$ 8,337	\$ 635,725	\$ 816,029
Boundary Amendment Contributions	\$ -	\$ 16,478	\$ -	\$ 16,478	\$ -
Miscellaneous Revenue	\$ -	\$ 30	\$ -	\$ 30	\$ -
Total Revenues	\$ 635,169	\$ 643,896	\$ 8,337	\$ 652,234	\$ 816,029

Expenditures

Administrative

Supervisor Fees	\$ 12,000	\$ 4,200	\$ 3,000	\$ 7,200	\$ 12,000
Engineering	\$ 7,500	\$ -	\$ 3,000	\$ 3,000	\$ 7,500
Attorney	\$ 30,000	\$ 15,464	\$ 4,500	\$ 19,964	\$ 30,000
Annual Audit	\$ 5,000	\$ -	\$ 3,580	\$ 3,580	\$ 5,000
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 7,500
Arbitrage	\$ 2,250	\$ 1,350	\$ 450	\$ 1,800	\$ 2,250
Dissemination	\$ 9,000	\$ 6,250	\$ 2,250	\$ 8,500	\$ 9,000
Trustee Fees	\$ 19,880	\$ 13,832	\$ 3,717	\$ 17,550	\$ 19,880
Management Fees	\$ 37,853	\$ 28,390	\$ 9,463	\$ 37,853	\$ 42,500
Information Technology	\$ 1,800	\$ 1,350	\$ 450	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 900	\$ 300	\$ 1,200	\$ 1,200
Postage & Delivery	\$ 850	\$ 1,598	\$ 375	\$ 1,973	\$ 1,500
Insurance	\$ 6,684	\$ 5,988	\$ -	\$ 5,988	\$ 6,886
Copies	\$ 1,000	\$ 41	\$ 250	\$ 291	\$ 1,000
Legal Advertising	\$ 7,500	\$ 10,392	\$ 2,000	\$ 12,392	\$ 10,000
Other Current Charges	\$ 1,500	\$ 354	\$ 117	\$ 471	\$ 1,500
Boundary Amendment Expenditures	\$ -	\$ 13,823	\$ -	\$ 13,823	\$ -
Office Supplies	\$ 500	\$ 29	\$ 15	\$ 44	\$ 500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Subtotal Administrative	\$ 149,691	\$ 109,137	\$ 33,468	\$ 142,604	\$ 160,191

VillaMar
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Proposed Budget FY2024
<i>Operations & Maintenance</i>					
Field Expenditures					
Property Insurance	\$ 11,077	\$ 9,869	\$ -	\$ 9,869	\$ 15,000
Field Management	\$ 15,750	\$ 11,813	\$ 3,938	\$ 15,750	\$ 16,538
Landscape Maintenance	\$ 81,800	\$ 63,675	\$ 21,225	\$ 84,900	\$ 130,000
Landscape Replacement	\$ 15,000	\$ 3,220	\$ 2,000	\$ 5,220	\$ 22,500
Pond Maintenance	\$ 10,000	\$ 7,391	\$ 2,546	\$ 9,937	\$ 17,000
Electric - Streetlights	\$ 75,000	\$ 85,935	\$ 33,750	\$ 119,685	\$ 166,320
Electric	\$ 2,500	\$ 1,050	\$ 450	\$ 1,500	\$ 3,000
Water	\$ 25,000	\$ 19,295	\$ 7,500	\$ 26,795	\$ 30,000
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ -	\$ 1,000	\$ 1,000	\$ 2,500
Irrigation Repairs	\$ 8,000	\$ 4,166	\$ 1,500	\$ 5,666	\$ 10,000
General Repairs & Maintenance	\$ 15,000	\$ 24,974	\$ -	\$ 24,974	\$ 20,000
Contingency	\$ 7,500	\$ 16,472	\$ -	\$ 16,472	\$ 7,500
Subtotal Field Expenditures	\$ 269,127	\$ 247,859	\$ 73,908	\$ 321,767	\$ 440,358
Amenity Expenditures					
Amenity - Electric	\$ 18,000	\$ 10,239	\$ 3,900	\$ 14,139	\$ 18,000
Amenity - Water	\$ 30,000	\$ 8,116	\$ 3,600	\$ 11,716	\$ 20,000
Playground & Furniture Lease	\$ 35,000	\$ 25,082	\$ 7,425	\$ 32,507	\$ 35,000
Internet	\$ 3,000	\$ 1,465	\$ 512	\$ 1,977	\$ 3,000
Pest Control	\$ 600	\$ 450	\$ 150	\$ 600	\$ 630
Janitorial Services	\$ 6,600	\$ 5,250	\$ 2,550	\$ 7,800	\$ 10,700
Security Services	\$ 33,800	\$ 21,161	\$ 7,500	\$ 28,661	\$ 33,800
Pool Maintenance	\$ 22,680	\$ 16,880	\$ 5,550	\$ 22,430	\$ 30,000
Amenity Access Management	\$ 5,000	\$ 3,750	\$ 1,250	\$ 5,000	\$ 7,500
Amenity Repairs & Maintenance	\$ 10,000	\$ 6,571	\$ 2,000	\$ 8,571	\$ 10,000
Contingency	\$ 5,500	\$ -	\$ 1,000	\$ 1,000	\$ 7,500
Subtotal Amenity Expenditures	\$ 170,180	\$ 98,964	\$ 35,437	\$ 134,401	\$ 176,130
Total Operations & Maintenance	\$ 439,307	\$ 346,823	\$ 109,345	\$ 456,168	\$ 616,488
<i>Other Financing Uses</i>					
Capital Reserves	\$ 46,170	\$ -	\$ -	\$ -	\$ 39,350
Total Other Financing Uses	\$ 46,170	\$ -	\$ -	\$ -	\$ 39,350
Total Expenditures	\$ 635,169	\$ 455,960	\$ 142,812	\$ 598,773	\$ 816,029
Net Change in Fund Balance	\$ -	\$ 187,936	\$ (134,475)	\$ 53,461	\$ 0

Gross Assessments	\$877,450
Less: Discounts & Collections 7%	\$61,422
Net Assessments	\$ 816,029

Product	Assessable		ERU/Unit	Net Assessment	Net Per Unit	FY24 Gross Per Unit	FY23 Gross Per Unit	FY24 Increase
	ERU's	Units						
Phase 1 - Tax Roll	334.00	334.00	1.00	\$235,090.90	\$703.86	\$756.84	\$756.84	\$0.00
Phase 2 - Tax Roll	281.00	281.00	1.00	\$197,786.05	\$703.86	\$756.84	\$756.84	\$0.00
Phase 3 - Tax Roll	140.00	140.00	1.00	\$98,541.09	\$703.86	\$756.84	\$756.84	\$0.00
Phase 4 - Tax Roll	200.00	200.00	1.00	\$140,772.99	\$703.86	\$756.84	\$177.73	\$579.11
Phase 5 - Direct	77.74	396.00	0.20	\$54,716.39	\$138.17	\$148.57	\$148.18	\$0.39
*Phase 6 - Direct	8.83	45.00	0.20	\$6,217.77	\$138.17	\$148.57	\$0.00	\$148.57
Phase 7A - Direct	59.68	304.00	0.20	\$42,004.50	\$138.17	\$148.57	\$0.00	\$148.57
Phase 7B - Direct	14.13	72.00	0.20	\$9,948.43	\$138.17	\$148.57	\$0.00	\$148.57
*Phase 8 - Direct	43.97	224.00	0.20	\$30,950.68	\$138.17	\$148.57	\$148.18	\$0.39
Total ERU's	1159.35	1996.00		\$816,028.81				

*Phase 8 was previously recognized as Phase 6 in the Fiscal Year 2023 Budget. The new area recognized as Phase 6 was annexed into the District on November 14th, 2022

VillaMar
Community Development District
General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2019, Series 2020, and Series 2022 bonds as well as one other anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost with Governmental Management Services – Central Florida LLC is based upon the Series 2019, Series 2020, and Series 2022 bonds as well as one other anticipated bond issuance. The District has an agreement for \$5000 for the first bond issuance, and an additional \$1000 for each issuance after.

VillaMar
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General Fund Budget

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs with Governmental Management Services – Central Florida LLC of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

VillaMar

Community Development District

General Fund Budget

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenditures

Property Insurance

The District's property insurance coverages.

Field Management

Represents the costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. These services are provided by Governmental Management Services-Central Florida, LLC. Services provided include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Pond Maintenance

Represents the estimated costs to maintain the ponds within the District's boundaries. This service is provided by Solitude Lake Management.

Electric - Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

VillaMar

Community Development District

General Fund Budget

Water

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenditures

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Playground & Furniture Lease

The District has entered into a leasing agreement for playgrounds and pool furniture installed in the community with WHFS, LLC.

Internet

Internet service will be added for use at the Amenity Center. This service is provided by Spectrum.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents the costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities. The District is contracted with CSS Clean Star Services of Central Florida, Inc. for these services.

VillaMar
Community Development District
General Fund Budget

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool. The District is contracted with Complete Pool Care, Inc. for these services.

Amenity Access Management

Represents the cost with Governmental Management Services – Central Florida LLC of managing and monitoring access to the District's amenity facilities

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Financing Uses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

VillaMar
Community Development District
Proposed Budget
Capital Reserve

Description	Adopted Budget FY2023	Actuals Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Carry Forward Surplus	\$ 1,000	\$ -	\$ -	\$ -	\$ -
Transfer In	\$ 46,170	\$ -	\$ -	\$ -	\$ 39,350
Total Revenues	\$ 47,170	\$ -	\$ -	\$ -	\$ 39,350
Expenditures					
Contingency	\$ 600	\$ -	\$ -	\$ -	\$ 600
Total Expenditures	\$ 600	\$ -	\$ -	\$ -	\$ 600
Net Change in Fund Balance	\$ 46,570	\$ -	\$ -	\$ -	\$ 38,750

VillaMar
Community Development District
Proposed Budget
Series 2019 Area 1 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 404,975	\$ 405,816	\$ -	\$ 405,816	\$ 403,763
Interest Income	\$ -	\$ 11,403	\$ 2,400	\$ 13,803	\$ -
Carry Forward Surplus	\$ 150,446	\$ 169,643	\$ -	\$ 169,643	\$ 164,293
Total Revenues	\$ 555,421	\$ 586,862	\$ 2,400	\$ 589,262	\$ 568,056
Expenditures					
Interest - 11/1	\$ 145,225	\$ 145,225	\$ -	\$ 145,225	\$ 142,588
Special Call - 11/1	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -
Principal - 5/1	\$ 115,000	\$ 115,000	\$ -	\$ 115,000	\$ 120,000
Interest - 5/1	\$ 145,225	\$ 144,744	\$ -	\$ 144,744	\$ 142,588
Total Expenditures	\$ 405,450	\$ 424,969	\$ -	\$ 424,969	\$ 405,175
Net Change in Fund Balance	\$ 149,971	\$ 161,893	\$ 2,400	\$ 164,293	\$ 162,881

Interest Expense 11/1/24 \$ **140,338**
Total \$ 140,338

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	333	\$ 403,763	\$ 1,213	\$ 1,304
	333	\$ 403,763		

VillaMar
Community Development District
Series 2019 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 6,095,000.00	\$ -	\$ 142,587.50	\$ 402,331.25
05/01/24	\$ 6,095,000.00	\$ 120,000.00	\$ 142,587.50	\$ -
11/01/24	\$ 5,975,000.00	\$ -	\$ 140,337.50	\$ 402,925.00
05/01/25	\$ 5,975,000.00	\$ 125,000.00	\$ 140,337.50	\$ -
11/01/25	\$ 5,850,000.00	\$ -	\$ 137,837.50	\$ 403,175.00
05/01/26	\$ 5,850,000.00	\$ 130,000.00	\$ 137,837.50	\$ -
11/01/26	\$ 5,720,000.00	\$ -	\$ 135,237.50	\$ 403,075.00
05/01/27	\$ 5,720,000.00	\$ 135,000.00	\$ 135,237.50	\$ -
11/01/27	\$ 5,585,000.00	\$ -	\$ 132,537.50	\$ 402,775.00
05/01/28	\$ 5,585,000.00	\$ 140,000.00	\$ 132,537.50	\$ -
11/01/28	\$ 5,445,000.00	\$ -	\$ 129,737.50	\$ 402,275.00
05/01/29	\$ 5,445,000.00	\$ 145,000.00	\$ 129,737.50	\$ -
11/01/29	\$ 5,300,000.00	\$ -	\$ 126,837.50	\$ 401,575.00
05/01/30	\$ 5,300,000.00	\$ 150,000.00	\$ 126,837.50	\$ -
11/01/30	\$ 5,150,000.00	\$ -	\$ 123,368.75	\$ 400,206.25
05/01/31	\$ 5,150,000.00	\$ 160,000.00	\$ 123,368.75	\$ -
11/01/31	\$ 4,990,000.00	\$ -	\$ 119,668.75	\$ 403,037.50
05/01/32	\$ 4,990,000.00	\$ 165,000.00	\$ 119,668.75	\$ -
11/01/32	\$ 4,825,000.00	\$ -	\$ 115,853.13	\$ 400,521.88
05/01/33	\$ 4,825,000.00	\$ 175,000.00	\$ 115,853.13	\$ -
11/01/33	\$ 4,650,000.00	\$ -	\$ 111,806.25	\$ 402,659.38
05/01/34	\$ 4,650,000.00	\$ 180,000.00	\$ 111,806.25	\$ -
11/01/34	\$ 4,470,000.00	\$ -	\$ 107,643.75	\$ 399,450.00
05/01/35	\$ 4,470,000.00	\$ 190,000.00	\$ 107,643.75	\$ -
11/01/35	\$ 4,280,000.00	\$ -	\$ 103,250.00	\$ 400,893.75
05/01/36	\$ 4,280,000.00	\$ 200,000.00	\$ 103,250.00	\$ -
11/01/36	\$ 4,080,000.00	\$ -	\$ 98,625.00	\$ 401,875.00
05/01/37	\$ 4,080,000.00	\$ 210,000.00	\$ 98,625.00	\$ -
11/01/37	\$ 3,870,000.00	\$ -	\$ 93,768.75	\$ 402,393.75
05/01/38	\$ 3,870,000.00	\$ 220,000.00	\$ 93,768.75	\$ -
11/01/38	\$ 3,650,000.00	\$ -	\$ 88,681.25	\$ 402,450.00
05/01/39	\$ 3,650,000.00	\$ 230,000.00	\$ 88,681.25	\$ -
11/01/39	\$ 3,420,000.00	\$ -	\$ 83,362.50	\$ 402,043.75
05/01/40	\$ 3,420,000.00	\$ 240,000.00	\$ 83,362.50	\$ -
11/01/40	\$ 3,180,000.00	\$ -	\$ 77,512.50	\$ 400,875.00
05/01/41	\$ 3,180,000.00	\$ 255,000.00	\$ 77,512.50	\$ -
11/01/41	\$ 2,925,000.00	\$ -	\$ 71,296.88	\$ 403,809.38
05/01/42	\$ 2,925,000.00	\$ 265,000.00	\$ 71,296.88	\$ -
11/01/42	\$ 2,660,000.00	\$ -	\$ 64,837.50	\$ 401,134.38
05/01/43	\$ 2,660,000.00	\$ 280,000.00	\$ 64,837.50	\$ -
11/01/43	\$ 2,380,000.00	\$ -	\$ 58,012.50	\$ 402,850.00
05/01/44	\$ 2,380,000.00	\$ 295,000.00	\$ 58,012.50	\$ -
11/01/44	\$ 2,085,000.00	\$ -	\$ 50,821.88	\$ 403,834.38
05/01/45	\$ 2,085,000.00	\$ 305,000.00	\$ 50,821.88	\$ -
11/01/45	\$ 1,780,000.00	\$ -	\$ 43,387.50	\$ 399,209.38
05/01/46	\$ 1,780,000.00	\$ 320,000.00	\$ 43,387.50	\$ -
11/01/46	\$ 1,460,000.00	\$ -	\$ 35,587.50	\$ 398,975.00
05/01/47	\$ 1,460,000.00	\$ 340,000.00	\$ 35,587.50	\$ -
11/01/47	\$ 1,120,000.00	\$ -	\$ 27,300.00	\$ 402,887.50
05/01/48	\$ 1,120,000.00	\$ 355,000.00	\$ 27,300.00	\$ -
11/01/48	\$ 765,000.00	\$ -	\$ 18,646.88	\$ 400,946.88
05/01/49	\$ 765,000.00	\$ 375,000.00	\$ 18,646.88	\$ -
11/01/49	\$ 390,000.00	\$ -	\$ 9,506.25	\$ 403,153.13
05/01/50	\$ 390,000.00	\$ 390,000.00	\$ 9,506.25	\$ 399,506.25
		\$ 6,210,000.00	\$ 5,040,843.79	\$ 11,250,843.79

VillaMar
Community Development District
Proposed Budget
Series 2020 Area 2 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 368,900	\$ 370,928	\$ -	\$ 370,928	\$ 369,050
Interest Income	\$ -	\$ 10,213	\$ 2,100	\$ 12,313	\$ -
Carry Forward Surplus	\$ 123,135	\$ 124,165	\$ -	\$ 124,165	\$ 138,818
Total Revenues	\$ 492,035	\$ 505,306	\$ 2,100	\$ 507,406	\$ 507,868
Expenditures					
Interest - 11/1	\$ 119,294	\$ 119,294	\$ -	\$ 119,294	\$ 117,588
Principal - 5/1	\$ 130,000	\$ 130,000	\$ -	\$ 130,000	\$ 135,000
Interest - 5/1	\$ 119,294	\$ 119,294	\$ -	\$ 119,294	\$ 117,588
Total Expenditures	\$ 368,588	\$ 368,588	\$ -	\$ 368,588	\$ 370,175
Net Change in Fund Balance	\$ 123,447	\$ 136,718	\$ 2,100	\$ 138,818	\$ 137,693

Interest Expense 11/1/24	\$ 115,816
Total	\$ 115,816

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - Adams	97	\$ 130,950	\$ 1,350	\$ 1,452
Single Family - D.R. Horton	103	\$ 128,750	\$ 1,250	\$ 1,344
Single Family	81	\$ 109,350	\$ 1,350	\$ 1,452
	281	\$ 369,050		

VillaMar
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 6,245,000.00	\$ -	\$ 117,587.50	\$ 117,587.50
05/01/24	\$ 6,245,000.00	\$ 135,000.00	\$ 117,587.50	\$ -
11/01/24	\$ 6,110,000.00	\$ -	\$ 115,815.63	\$ 368,403.13
05/01/25	\$ 6,110,000.00	\$ 135,000.00	\$ 115,815.63	\$ -
11/01/25	\$ 5,975,000.00	\$ -	\$ 114,043.75	\$ 364,859.38
05/01/26	\$ 5,975,000.00	\$ 140,000.00	\$ 114,043.75	\$ -
11/01/26	\$ 5,835,000.00	\$ -	\$ 111,803.75	\$ 365,847.50
05/01/27	\$ 5,835,000.00	\$ 145,000.00	\$ 111,803.75	\$ -
11/01/27	\$ 5,690,000.00	\$ -	\$ 109,483.75	\$ 366,287.50
05/01/28	\$ 5,690,000.00	\$ 150,000.00	\$ 109,483.75	\$ -
11/01/28	\$ 5,540,000.00	\$ -	\$ 107,083.75	\$ 366,567.50
05/01/29	\$ 5,540,000.00	\$ 155,000.00	\$ 107,083.75	\$ -
11/01/29	\$ 5,385,000.00	\$ -	\$ 104,603.75	\$ 366,687.50
05/01/30	\$ 5,385,000.00	\$ 160,000.00	\$ 104,603.75	\$ -
11/01/30	\$ 5,225,000.00	\$ -	\$ 102,043.75	\$ 366,647.50
05/01/31	\$ 5,225,000.00	\$ 165,000.00	\$ 102,043.75	\$ -
11/01/31	\$ 5,060,000.00	\$ -	\$ 98,950.00	\$ 365,993.75
05/01/32	\$ 5,060,000.00	\$ 170,000.00	\$ 98,950.00	\$ -
11/01/32	\$ 4,890,000.00	\$ -	\$ 95,762.50	\$ 364,712.50
05/01/33	\$ 4,890,000.00	\$ 180,000.00	\$ 95,762.50	\$ -
11/01/33	\$ 4,710,000.00	\$ -	\$ 92,387.50	\$ 368,150.00
05/01/34	\$ 4,710,000.00	\$ 185,000.00	\$ 92,387.50	\$ -
11/01/34	\$ 4,525,000.00	\$ -	\$ 88,918.75	\$ 366,306.25
05/01/35	\$ 4,525,000.00	\$ 190,000.00	\$ 88,918.75	\$ -
11/01/35	\$ 4,335,000.00	\$ -	\$ 85,356.25	\$ 364,275.00
05/01/36	\$ 4,335,000.00	\$ 200,000.00	\$ 85,356.25	\$ -
11/01/36	\$ 4,135,000.00	\$ -	\$ 81,606.25	\$ 366,962.50
05/01/37	\$ 4,135,000.00	\$ 205,000.00	\$ 81,606.25	\$ -
11/01/37	\$ 3,930,000.00	\$ -	\$ 77,762.50	\$ 364,368.75
05/01/38	\$ 3,930,000.00	\$ 215,000.00	\$ 77,762.50	\$ -
11/01/38	\$ 3,715,000.00	\$ -	\$ 73,731.25	\$ 366,493.75
05/01/39	\$ 3,715,000.00	\$ 225,000.00	\$ 73,731.25	\$ -
11/01/39	\$ 3,490,000.00	\$ -	\$ 69,512.50	\$ 368,243.75
05/01/40	\$ 3,490,000.00	\$ 230,000.00	\$ 69,512.50	\$ -
11/01/40	\$ 3,260,000.00	\$ -	\$ 65,200.00	\$ 364,712.50
05/01/41	\$ 3,260,000.00	\$ 240,000.00	\$ 65,200.00	\$ -
11/01/41	\$ 3,020,000.00	\$ -	\$ 60,400.00	\$ 365,600.00
05/01/42	\$ 3,020,000.00	\$ 250,000.00	\$ 60,400.00	\$ -
11/01/42	\$ 2,770,000.00	\$ -	\$ 55,400.00	\$ 365,800.00
05/01/43	\$ 2,770,000.00	\$ 260,000.00	\$ 55,400.00	\$ -
11/01/43	\$ 2,510,000.00	\$ -	\$ 50,200.00	\$ 365,600.00
05/01/44	\$ 2,510,000.00	\$ 270,000.00	\$ 50,200.00	\$ -
11/01/44	\$ 2,240,000.00	\$ -	\$ 44,800.00	\$ 365,000.00
05/01/45	\$ 2,240,000.00	\$ 285,000.00	\$ 44,800.00	\$ -
11/01/45	\$ 1,955,000.00	\$ -	\$ 39,100.00	\$ 368,900.00
05/01/46	\$ 1,955,000.00	\$ 295,000.00	\$ 39,100.00	\$ -
11/01/46	\$ 1,660,000.00	\$ -	\$ 33,200.00	\$ 367,300.00
05/01/47	\$ 1,660,000.00	\$ 305,000.00	\$ 33,200.00	\$ -
11/01/47	\$ 1,355,000.00	\$ -	\$ 27,100.00	\$ 365,300.00
05/01/48	\$ 1,355,000.00	\$ 320,000.00	\$ 27,100.00	\$ -
11/01/48	\$ 1,035,000.00	\$ -	\$ 20,700.00	\$ 367,800.00
05/01/49	\$ 1,035,000.00	\$ 330,000.00	\$ 20,700.00	\$ -
11/01/49	\$ 705,000.00	\$ -	\$ 14,100.00	\$ 364,800.00
05/01/50	\$ 705,000.00	\$ 345,000.00	\$ 14,100.00	\$ -
11/01/50	\$ 360,000.00	\$ -	\$ 7,200.00	\$ 366,300.00
05/01/51	\$ 360,000.00	\$ 360,000.00	\$ 7,200.00	\$ 367,200.00
		\$ 6,245,000.00	\$ 4,127,706.25	\$ 10,372,706.25

VillaMar
Community Development District
Proposed Budget
Series 2022 Area 3 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 174,400	\$ 175,288	\$ -	\$ 175,288	\$ 165,060
Assessments - Prepayments	\$ -	\$ 139,637	\$ 9,974	\$ 149,611	\$ -
Interest Income	\$ -	\$ 5,325	\$ 900	\$ 6,225	\$ -
Carry Forward Surplus	\$ 171,930	\$ 173,278	\$ -	\$ 173,278	\$ 140,143
Total Revenues	\$ 346,330	\$ 493,528	\$ 10,874	\$ 504,402	\$ 305,203
Expenditures					
Interest - 11/1	\$ 71,929	\$ 71,929	\$ -	\$ 71,929	\$ 53,878
Principal - 11/1	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ 60,000
Interest - 5/1	\$ 56,497	\$ 56,497	\$ -	\$ 56,497	\$ 52,941
Special Call - 5/1	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
Interest - 8/1	\$ -	\$ -	\$ 833	\$ 833	\$ -
Special Call - 8/1	\$ -	\$ -	\$ 85,000	\$ 85,000	\$ -
Total Expenditures	\$ 228,426	\$ 278,426	\$ 85,833	\$ 364,259	\$ 166,819
Net Change in Fund Balance	\$ 117,904	\$ 215,102	\$ (74,959)	\$ 140,143	\$ 138,384

Interest Expense 11/1/24	\$ 52,941
Principal Expense 11/1/24	\$ 60,000
Total	\$ 112,941

VillaMar
Community Development District
Series 2022 A3 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 2,805,000.00	\$ 60,000.00	\$ 53,878.13	\$ 113,878.13
05/01/24	\$ 2,745,000.00	\$ -	\$ 52,940.63	\$ -
11/01/24	\$ 2,745,000.00	\$ 60,000.00	\$ 52,940.63	\$ 165,881.25
05/01/25	\$ 2,685,000.00	\$ -	\$ 52,003.13	\$ -
11/01/25	\$ 2,685,000.00	\$ 60,000.00	\$ 52,003.13	\$ 164,006.25
05/01/26	\$ 2,625,000.00	\$ -	\$ 51,065.63	\$ -
11/01/26	\$ 2,625,000.00	\$ 60,000.00	\$ 51,065.63	\$ 162,131.25
05/01/27	\$ 2,565,000.00	\$ -	\$ 50,128.13	\$ -
11/01/27	\$ 2,565,000.00	\$ 65,000.00	\$ 50,128.13	\$ 165,256.25
05/01/28	\$ 2,500,000.00	\$ -	\$ 49,112.50	\$ -
11/01/28	\$ 2,500,000.00	\$ 65,000.00	\$ 49,112.50	\$ 163,225.00
05/01/29	\$ 2,435,000.00	\$ -	\$ 47,975.00	\$ -
11/01/29	\$ 2,435,000.00	\$ 70,000.00	\$ 47,975.00	\$ 165,950.00
05/01/30	\$ 2,365,000.00	\$ -	\$ 46,750.00	\$ -
11/01/30	\$ 2,365,000.00	\$ 70,000.00	\$ 46,750.00	\$ 163,500.00
05/01/31	\$ 2,295,000.00	\$ -	\$ 45,525.00	\$ -
11/01/31	\$ 2,295,000.00	\$ 75,000.00	\$ 45,525.00	\$ 166,050.00
05/01/32	\$ 2,220,000.00	\$ -	\$ 44,212.50	\$ -
11/01/32	\$ 2,220,000.00	\$ 75,000.00	\$ 44,212.50	\$ 163,425.00
05/01/33	\$ 2,145,000.00	\$ -	\$ 42,900.00	\$ -
11/01/33	\$ 2,145,000.00	\$ 80,000.00	\$ 42,900.00	\$ 165,800.00
05/01/34	\$ 2,065,000.00	\$ -	\$ 41,300.00	\$ -
11/01/34	\$ 2,065,000.00	\$ 80,000.00	\$ 41,300.00	\$ 162,600.00
05/01/35	\$ 1,985,000.00	\$ -	\$ 39,700.00	\$ -
11/01/35	\$ 1,985,000.00	\$ 85,000.00	\$ 39,700.00	\$ 164,400.00
05/01/36	\$ 1,900,000.00	\$ -	\$ 38,000.00	\$ -
11/01/36	\$ 1,900,000.00	\$ 85,000.00	\$ 38,000.00	\$ 161,000.00
05/01/37	\$ 1,815,000.00	\$ -	\$ 36,300.00	\$ -
11/01/37	\$ 1,815,000.00	\$ 90,000.00	\$ 36,300.00	\$ 162,600.00
05/01/38	\$ 1,725,000.00	\$ -	\$ 34,500.00	\$ -
11/01/38	\$ 1,725,000.00	\$ 95,000.00	\$ 34,500.00	\$ 164,000.00
05/01/39	\$ 1,630,000.00	\$ -	\$ 32,600.00	\$ -
11/01/39	\$ 1,630,000.00	\$ 100,000.00	\$ 32,600.00	\$ 165,200.00
05/01/40	\$ 1,530,000.00	\$ -	\$ 30,600.00	\$ -
11/01/40	\$ 1,530,000.00	\$ 100,000.00	\$ 30,600.00	\$ 161,200.00
05/01/41	\$ 1,430,000.00	\$ -	\$ 28,600.00	\$ -
11/01/41	\$ 1,430,000.00	\$ 105,000.00	\$ 28,600.00	\$ 162,200.00
05/01/42	\$ 1,325,000.00	\$ -	\$ 26,500.00	\$ -
11/01/42	\$ 1,325,000.00	\$ 110,000.00	\$ 26,500.00	\$ 163,000.00
05/01/43	\$ 1,215,000.00	\$ -	\$ 24,300.00	\$ -
11/01/43	\$ 1,215,000.00	\$ 115,000.00	\$ 24,300.00	\$ 163,600.00
05/01/44	\$ 1,100,000.00	\$ -	\$ 22,000.00	\$ -
11/01/44	\$ 1,100,000.00	\$ 120,000.00	\$ 22,000.00	\$ 164,000.00
05/01/45	\$ 980,000.00	\$ -	\$ 19,600.00	\$ -
11/01/45	\$ 980,000.00	\$ 125,000.00	\$ 19,600.00	\$ 164,200.00
05/01/46	\$ 855,000.00	\$ -	\$ 17,100.00	\$ -
11/01/46	\$ 855,000.00	\$ 130,000.00	\$ 17,100.00	\$ 164,200.00
05/01/47	\$ 725,000.00	\$ -	\$ 14,500.00	\$ -
11/01/47	\$ 725,000.00	\$ 135,000.00	\$ 14,500.00	\$ 164,000.00
05/01/48	\$ 590,000.00	\$ -	\$ 11,800.00	\$ -
11/01/48	\$ 590,000.00	\$ 140,000.00	\$ 11,800.00	\$ 163,600.00
05/01/49	\$ 450,000.00	\$ -	\$ 9,000.00	\$ -
11/01/49	\$ 450,000.00	\$ 145,000.00	\$ 9,000.00	\$ 163,000.00
05/01/50	\$ 305,000.00	\$ -	\$ 6,100.00	\$ -
11/1/50	\$ 305,000.00	\$ 150,000.00	\$ 6,100.00	\$ 162,200.00
5/1/51	\$ 155,000.00	\$ -	\$ 3,100.00	\$ -
11/1/51	\$ 155,000.00	\$ 155,000.00	\$ 3,100.00	\$ 161,200.00
	\$ 2,805,000.00	\$ 1,890,303.13	\$ 4,695,303.13	

VillaMar
Community Development District
Proposed Budget
Series 2022 Area 4 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 249,825	\$ 249,826	\$ -	\$ 249,826	\$ 249,825
Interest Income	\$ -	\$ 8,494	\$ 1,500	\$ 9,994	\$ -
Carry Forward Surplus	\$ 104,844	\$ 229,541	\$ -	\$ 229,541	\$ 94,983
Total Revenues	\$ 354,669	\$ 487,861	\$ 1,500	\$ 489,361	\$ 344,808
Expenditures					
Interest - 11/1	\$ 104,841	\$ 104,841	\$ -	\$ 104,841	\$ 83,325
Principal - 5/1	\$ 80,000	\$ 80,000	\$ -	\$ 80,000	\$ 80,000
Interest - 5/1	\$ 84,625	\$ 84,625	\$ -	\$ 84,625	\$ 83,325
Total Expenditures	\$ 269,466	\$ 269,466	\$ -	\$ 269,466	\$ 246,650
Other Financing Sources/(Uses)					
Transfer Out	\$ -	\$ (124,913)	\$ -	\$ (124,913)	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ (124,913)	\$ -	\$ (124,913)	\$ -
Net Change in Fund Balance	\$ 85,203	\$ 93,483	\$ 1,500	\$ 94,983	\$ 98,158

Interest Expense 11/1/24 \$ 82,025
Total \$ 82,025

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	200	\$ 249,825	\$ 1,249	\$ 1,343
	200	\$ 249,825		

VillaMar
Community Development District
Series 2022 A4 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 4,215,000.00	\$ -	\$ 83,325.00	\$ 83,325.00
05/01/24	\$ 4,215,000.00	\$ 80,000.00	\$ 83,325.00	\$ -
11/01/24	\$ 4,135,000.00	\$ -	\$ 82,025.00	\$ 245,350.00
05/01/25	\$ 4,135,000.00	\$ 85,000.00	\$ 82,025.00	\$ -
11/01/25	\$ 4,050,000.00	\$ -	\$ 80,643.75	\$ 247,668.75
05/01/26	\$ 3,870,000.00	\$ 90,000.00	\$ 80,643.75	\$ -
11/01/26	\$ 3,870,000.00	\$ -	\$ 79,181.25	\$ 249,825.00
05/01/27	\$ 3,870,000.00	\$ 90,000.00	\$ 79,181.25	\$ -
11/01/27	\$ 3,870,000.00	\$ -	\$ 77,718.75	\$ 246,900.00
05/01/28	\$ 3,870,000.00	\$ 95,000.00	\$ 77,718.75	\$ -
11/01/28	\$ 3,775,000.00	\$ -	\$ 75,996.88	\$ 248,715.63
05/01/29	\$ 3,775,000.00	\$ 95,000.00	\$ 75,996.88	\$ -
11/01/29	\$ 3,680,000.00	\$ -	\$ 74,275.00	\$ 245,271.88
05/01/30	\$ 3,680,000.00	\$ 100,000.00	\$ 74,275.00	\$ -
11/01/30	\$ 3,365,000.00	\$ -	\$ 72,462.50	\$ 246,737.50
05/01/31	\$ 3,365,000.00	\$ 105,000.00	\$ 72,462.50	\$ -
11/01/31	\$ 3,365,000.00	\$ -	\$ 70,559.38	\$ 248,021.88
05/01/32	\$ 3,365,000.00	\$ 110,000.00	\$ 70,559.38	\$ -
11/01/32	\$ 3,365,000.00	\$ -	\$ 68,565.63	\$ 249,125.00
05/01/33	\$ 3,365,000.00	\$ 110,000.00	\$ 68,565.63	\$ -
11/01/33	\$ 3,255,000.00	\$ -	\$ 66,365.63	\$ 244,931.25
05/01/34	\$ 3,255,000.00	\$ 115,000.00	\$ 66,365.63	\$ -
11/01/34	\$ 3,140,000.00	\$ -	\$ 64,065.63	\$ 245,431.25
05/01/35	\$ 3,140,000.00	\$ 120,000.00	\$ 64,065.63	\$ -
11/01/35	\$ 3,020,000.00	\$ -	\$ 61,665.63	\$ 245,731.25
05/01/36	\$ 3,020,000.00	\$ 125,000.00	\$ 61,665.63	\$ -
11/01/36	\$ 2,895,000.00	\$ -	\$ 59,165.63	\$ 245,831.25
05/01/37	\$ 2,895,000.00	\$ 130,000.00	\$ 59,165.63	\$ -
11/01/37	\$ 2,765,000.00	\$ -	\$ 56,565.63	\$ 245,731.25
05/01/38	\$ 2,765,000.00	\$ 135,000.00	\$ 56,565.63	\$ -
11/01/38	\$ 2,630,000.00	\$ -	\$ 53,865.63	\$ 245,431.25
05/01/39	\$ 2,630,000.00	\$ 140,000.00	\$ 53,865.63	\$ -
11/01/39	\$ 2,490,000.00	\$ -	\$ 51,065.63	\$ 244,931.25
05/01/40	\$ 2,490,000.00	\$ 150,000.00	\$ 51,065.63	\$ -
11/01/40	\$ 2,025,000.00	\$ -	\$ 48,065.63	\$ 249,131.25
05/01/41	\$ 2,025,000.00	\$ 155,000.00	\$ 48,065.63	\$ -
11/01/41	\$ 2,025,000.00	\$ -	\$ 44,965.63	\$ 248,031.25
05/01/42	\$ 2,025,000.00	\$ 160,000.00	\$ 44,965.63	\$ -
11/01/42	\$ 2,025,000.00	\$ -	\$ 41,765.63	\$ 246,731.25
05/01/43	\$ 2,025,000.00	\$ 165,000.00	\$ 41,765.63	\$ -
11/01/43	\$ 1,860,000.00	\$ -	\$ 38,362.50	\$ 245,128.13
05/01/44	\$ 1,860,000.00	\$ 175,000.00	\$ 38,362.50	\$ -
11/01/44	\$ 1,685,000.00	\$ -	\$ 34,753.13	\$ 248,115.63
05/01/45	\$ 1,685,000.00	\$ 180,000.00	\$ 34,753.13	\$ -
11/01/45	\$ 1,505,000.00	\$ -	\$ 31,040.63	\$ 245,793.75
05/01/46	\$ 1,505,000.00	\$ 190,000.00	\$ 31,040.63	\$ -
11/01/46	\$ 1,315,000.00	\$ -	\$ 27,121.88	\$ 248,162.50
05/01/47	\$ 1,315,000.00	\$ 195,000.00	\$ 27,121.88	\$ -
11/01/47	\$ 1,120,000.00	\$ -	\$ 23,100.00	\$ 245,221.88
05/01/48	\$ 1,120,000.00	\$ 205,000.00	\$ 23,100.00	\$ -
11/01/48	\$ 915,000.00	\$ -	\$ 18,871.88	\$ 246,971.88
05/01/49	\$ 915,000.00	\$ 215,000.00	\$ 18,871.88	\$ -
11/01/49	\$ 700,000.00	\$ -	\$ 14,437.50	\$ 248,309.38
05/01/50	\$ 700,000.00	\$ 225,000.00	\$ 14,437.50	\$ -
11/01/50	\$ 475,000.00	\$ -	\$ 9,796.88	\$ 249,234.38
05/01/51	\$ 475,000.00	\$ 235,000.00	\$ 9,796.88	\$ -
11/01/51	\$ 240,000.00	\$ -	\$ 4,950.00	\$ 249,746.88
05/01/52	\$ 240,000.00	\$ 240,000.00	\$ 4,950.00	\$ 244,950.00
	\$	4,215,000.00	\$ 3,029,487.50	\$ 7,244,487.50

VillaMar
Community Development District
Proposed Budget
Series 2022 Area 5 Debt Service Fund

Description	Proposed Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ -	\$ -	\$ -	\$ -	\$ 553,728
Interest Income	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 170,598
Total Revenues	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ 724,327
Expenditures					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 168,198
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 110,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 222,616
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 500,814
Other Financing Sources/(Uses)					
Bond Proceeds	\$ 721,927	\$ 721,927	\$ -	\$ 721,927	\$ -
Total Other Financing Sources/(Uses)	\$ 721,927	\$ 721,927	\$ -	\$ 721,927	\$ -
Net Change in Fund Balance	\$ 724,327	\$ 721,927	\$ 2,400	\$ 724,327	\$ 223,513

Interest Expense 11/1/24 \$ 219,934
Total \$ 219,934

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	443	\$ 553,728	\$ 1,250	\$ 1,344
	443	\$ 553,728		

VillaMar
Community Development District
Series 2023 A5 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 7,940,000.00	\$ -	\$ 168,198.47	\$ 168,198.47
05/01/24	\$ 7,940,000.00	\$ 110,000.00	\$ 222,615.63	
11/01/24	\$ 7,830,000.00	\$ -	\$ 219,934.38	\$ 552,550.00
05/01/25	\$ 7,830,000.00	\$ 115,000.00	\$ 219,934.38	
11/01/25	\$ 7,715,000.00	\$ -	\$ 217,131.25	\$ 552,065.63
05/01/26	\$ 7,715,000.00	\$ 120,000.00	\$ 217,131.25	
11/01/26	\$ 7,595,000.00	\$ -	\$ 214,206.25	\$ 551,337.50
05/01/27	\$ 7,595,000.00	\$ 125,000.00	\$ 214,206.25	
11/01/27	\$ 7,470,000.00	\$ -	\$ 211,159.38	\$ 550,365.63
05/01/28	\$ 7,470,000.00	\$ 130,000.00	\$ 211,159.38	
11/01/28	\$ 7,340,000.00	\$ -	\$ 207,990.63	\$ 549,150.00
05/01/29	\$ 7,340,000.00	\$ 140,000.00	\$ 207,990.63	
11/01/29	\$ 7,200,000.00	\$ -	\$ 204,578.13	\$ 552,568.75
05/01/30	\$ 7,200,000.00	\$ 145,000.00	\$ 204,578.13	
11/01/30	\$ 7,055,000.00	\$ -	\$ 201,043.75	\$ 550,621.88
05/01/31	\$ 7,055,000.00	\$ 155,000.00	\$ 201,043.75	
11/01/31	\$ 6,900,000.00	\$ -	\$ 196,684.38	\$ 552,728.13
05/01/32	\$ 6,900,000.00	\$ 165,000.00	\$ 196,684.38	
11/01/32	\$ 6,735,000.00	\$ -	\$ 192,043.75	\$ 553,728.13
05/01/33	\$ 6,735,000.00	\$ 170,000.00	\$ 192,043.75	
11/01/33	\$ 6,565,000.00	\$ -	\$ 187,262.50	\$ 549,306.25
05/01/34	\$ 6,565,000.00	\$ 180,000.00	\$ 187,262.50	
11/01/34	\$ 6,385,000.00	\$ -	\$ 182,200.00	\$ 549,462.50
05/01/35	\$ 6,385,000.00	\$ 190,000.00	\$ 182,200.00	
11/01/35	\$ 6,195,000.00	\$ -	\$ 176,856.25	\$ 549,056.25
05/01/36	\$ 6,195,000.00	\$ 205,000.00	\$ 176,856.25	
11/01/36	\$ 5,990,000.00	\$ -	\$ 171,090.63	\$ 552,946.88
05/01/37	\$ 5,990,000.00	\$ 215,000.00	\$ 171,090.63	
11/01/37	\$ 5,775,000.00	\$ -	\$ 165,043.75	\$ 551,134.38
05/01/38	\$ 5,775,000.00	\$ 230,000.00	\$ 165,043.75	
11/01/38	\$ 5,545,000.00	\$ -	\$ 158,575.00	\$ 553,618.75
05/01/39	\$ 5,545,000.00	\$ 240,000.00	\$ 158,575.00	
11/01/39	\$ 5,305,000.00	\$ -	\$ 151,825.00	\$ 550,400.00
05/01/40	\$ 5,305,000.00	\$ 255,000.00	\$ 151,825.00	
11/01/40	\$ 5,050,000.00	\$ -	\$ 144,653.13	\$ 551,478.13
05/01/41	\$ 5,050,000.00	\$ 270,000.00	\$ 144,653.13	
11/01/41	\$ 4,495,000.00	\$ -	\$ 137,059.38	\$ 551,712.50
05/01/42	\$ 4,195,000.00	\$ 285,000.00	\$ 137,059.38	
11/01/42	\$ 4,195,000.00	\$ -	\$ 129,043.75	\$ 551,103.13
05/01/43	\$ 4,195,000.00	\$ 300,000.00	\$ 129,043.75	
11/01/43	\$ 4,195,000.00	\$ -	\$ 120,606.25	\$ 549,650.00
05/01/44	\$ 4,195,000.00	\$ 320,000.00	\$ 120,606.25	
11/01/44	\$ 3,875,000.00	\$ -	\$ 111,406.25	\$ 552,012.50
05/01/45	\$ 3,875,000.00	\$ 340,000.00	\$ 111,406.25	
11/01/45	\$ 3,535,000.00	\$ -	\$ 101,631.25	\$ 553,037.50
05/01/46	\$ 3,535,000.00	\$ 360,000.00	\$ 101,631.25	
11/01/46	\$ 3,175,000.00	\$ -	\$ 91,281.25	\$ 552,912.50
05/01/47	\$ 3,175,000.00	\$ 380,000.00	\$ 91,281.25	
11/01/47	\$ 2,795,000.00	\$ -	\$ 80,356.25	\$ 551,637.50
05/01/48	\$ 2,795,000.00	\$ 400,000.00	\$ 80,356.25	
11/01/48	\$ 2,395,000.00	\$ -	\$ 68,856.25	\$ 549,212.50
05/01/49	\$ 2,395,000.00	\$ 425,000.00	\$ 68,856.25	
11/01/49	\$ 1,970,000.00	\$ -	\$ 56,637.50	\$ 550,493.75
05/01/50	\$ 1,970,000.00	\$ 450,000.00	\$ 56,637.50	
11/01/50	\$ 1,520,000.00	\$ -	\$ 43,700.00	\$ 550,337.50
05/01/51	\$ 1,520,000.00	\$ 480,000.00	\$ 43,700.00	
11/01/51	\$ 1,040,000.00	\$ -	\$ 29,900.00	\$ 553,600.00
05/01/52	\$ 1,040,000.00	\$ 505,000.00	\$ 29,900.00	
11/01/52	\$ 535,000.00	\$ -	\$ 15,381.25	\$ 550,281.25
05/01/53	\$ 535,000.00	\$ 535,000.00	\$ 15,381.25	\$ 550,381.25
		\$ 7,940,000.00	\$ 8,767,089.10	\$ 16,707,089.10

SECTION B

SECTION 1

RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the VillaMar Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, certain infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”), attached hereto as **Exhibit “A;**” and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied assessments for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached hereto as **Exhibit “B;**” and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method

and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance assessments and previously levied debt service special assessments levied on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments levied on the Direct Collect Property will be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on December 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than October 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 5. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 1st day of August 2023.

ATTEST:

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

VillaMar
Community Development District

Proposed Budget
FY2024



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VillaMar
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 635,169	\$ 627,388	\$ 8,337	\$ 635,725	\$ 816,029
Boundary Amendment Contributions	\$ -	\$ 16,478	\$ -	\$ 16,478	\$ -
Miscellaneous Revenue	\$ -	\$ 30	\$ -	\$ 30	\$ -
Total Revenues	\$ 635,169	\$ 643,896	\$ 8,337	\$ 652,234	\$ 816,029

Expenditures

Administrative

Supervisor Fees	\$ 12,000	\$ 4,200	\$ 3,000	\$ 7,200	\$ 12,000
Engineering	\$ 7,500	\$ -	\$ 3,000	\$ 3,000	\$ 7,500
Attorney	\$ 30,000	\$ 15,464	\$ 4,500	\$ 19,964	\$ 30,000
Annual Audit	\$ 5,000	\$ -	\$ 3,580	\$ 3,580	\$ 5,000
Assessment Administration	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ 7,500
Arbitrage	\$ 2,250	\$ 1,350	\$ 450	\$ 1,800	\$ 2,250
Dissemination	\$ 9,000	\$ 6,250	\$ 2,250	\$ 8,500	\$ 9,000
Trustee Fees	\$ 19,880	\$ 13,832	\$ 3,717	\$ 17,550	\$ 19,880
Management Fees	\$ 37,853	\$ 28,390	\$ 9,463	\$ 37,853	\$ 42,500
Information Technology	\$ 1,800	\$ 1,350	\$ 450	\$ 1,800	\$ 1,800
Website Maintenance	\$ 1,200	\$ 900	\$ 300	\$ 1,200	\$ 1,200
Postage & Delivery	\$ 850	\$ 1,598	\$ 375	\$ 1,973	\$ 1,500
Insurance	\$ 6,684	\$ 5,988	\$ -	\$ 5,988	\$ 6,886
Copies	\$ 1,000	\$ 41	\$ 250	\$ 291	\$ 1,000
Legal Advertising	\$ 7,500	\$ 10,392	\$ 2,000	\$ 12,392	\$ 10,000
Other Current Charges	\$ 1,500	\$ 354	\$ 117	\$ 471	\$ 1,500
Boundary Amendment Expenditures	\$ -	\$ 13,823	\$ -	\$ 13,823	\$ -
Office Supplies	\$ 500	\$ 29	\$ 15	\$ 44	\$ 500
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
Subtotal Administrative	\$ 149,691	\$ 109,137	\$ 33,468	\$ 142,604	\$ 160,191

VillaMar
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2023	Actuals Thru 6/30/23	Projected Next 3 Months	Total Thru 9/30/23	Proposed Budget FY2024
<i>Operations & Maintenance</i>					
Field Expenditures					
Property Insurance	\$ 11,077	\$ 9,869	\$ -	\$ 9,869	\$ 15,000
Field Management	\$ 15,750	\$ 11,813	\$ 3,938	\$ 15,750	\$ 16,538
Landscape Maintenance	\$ 81,800	\$ 63,675	\$ 21,225	\$ 84,900	\$ 130,000
Landscape Replacement	\$ 15,000	\$ 3,220	\$ 2,000	\$ 5,220	\$ 22,500
Pond Maintenance	\$ 10,000	\$ 7,391	\$ 2,546	\$ 9,937	\$ 17,000
Electric - Streetlights	\$ 75,000	\$ 85,935	\$ 33,750	\$ 119,685	\$ 166,320
Electric	\$ 2,500	\$ 1,050	\$ 450	\$ 1,500	\$ 3,000
Water	\$ 25,000	\$ 19,295	\$ 7,500	\$ 26,795	\$ 30,000
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ -	\$ 1,000	\$ 1,000	\$ 2,500
Irrigation Repairs	\$ 8,000	\$ 4,166	\$ 1,500	\$ 5,666	\$ 10,000
General Repairs & Maintenance	\$ 15,000	\$ 24,974	\$ -	\$ 24,974	\$ 20,000
Contingency	\$ 7,500	\$ 16,472	\$ -	\$ 16,472	\$ 7,500
Subtotal Field Expenditures	\$ 269,127	\$ 247,859	\$ 73,908	\$ 321,767	\$ 440,358
Amenity Expenditures					
Amenity - Electric	\$ 18,000	\$ 10,239	\$ 3,900	\$ 14,139	\$ 18,000
Amenity - Water	\$ 30,000	\$ 8,116	\$ 3,600	\$ 11,716	\$ 20,000
Playground & Furniture Lease	\$ 35,000	\$ 25,082	\$ 7,425	\$ 32,507	\$ 35,000
Internet	\$ 3,000	\$ 1,465	\$ 512	\$ 1,977	\$ 3,000
Pest Control	\$ 600	\$ 450	\$ 150	\$ 600	\$ 630
Janitorial Services	\$ 6,600	\$ 5,250	\$ 2,550	\$ 7,800	\$ 10,700
Security Services	\$ 33,800	\$ 21,161	\$ 7,500	\$ 28,661	\$ 33,800
Pool Maintenance	\$ 22,680	\$ 16,880	\$ 5,550	\$ 22,430	\$ 30,000
Amenity Access Management	\$ 5,000	\$ 3,750	\$ 1,250	\$ 5,000	\$ 7,500
Amenity Repairs & Maintenance	\$ 10,000	\$ 6,571	\$ 2,000	\$ 8,571	\$ 10,000
Contingency	\$ 5,500	\$ -	\$ 1,000	\$ 1,000	\$ 7,500
Subtotal Amenity Expenditures	\$ 170,180	\$ 98,964	\$ 35,437	\$ 134,401	\$ 176,130
Total Operations & Maintenance	\$ 439,307	\$ 346,823	\$ 109,345	\$ 456,168	\$ 616,488
<i>Other Financing Uses</i>					
Capital Reserves	\$ 46,170	\$ -	\$ -	\$ -	\$ 39,350
Total Other Financing Uses	\$ 46,170	\$ -	\$ -	\$ -	\$ 39,350
Total Expenditures	\$ 635,169	\$ 455,960	\$ 142,812	\$ 598,773	\$ 816,029
Net Change in Fund Balance	\$ -	\$ 187,936	\$ (134,475)	\$ 53,461	\$ 0

Gross Assessments	\$877,450
Less: Discounts & Collections 7%	\$61,422
Net Assessments	\$ 816,029

Product	Assessable		ERU/Unit	Net Assessment	Net Per Unit	FY24 Gross Per Unit	FY23 Gross Per Unit	FY24 Increase
	ERU's	Units						
Phase 1 - Tax Roll	334.00	334.00	1.00	\$235,090.90	\$703.86	\$756.84	\$756.84	\$0.00
Phase 2 - Tax Roll	281.00	281.00	1.00	\$197,786.05	\$703.86	\$756.84	\$756.84	\$0.00
Phase 3 - Tax Roll	140.00	140.00	1.00	\$98,541.09	\$703.86	\$756.84	\$756.84	\$0.00
Phase 4 - Tax Roll	200.00	200.00	1.00	\$140,772.99	\$703.86	\$756.84	\$177.73	\$579.11
Phase 5 - Direct	77.74	396.00	0.20	\$54,716.39	\$138.17	\$148.57	\$148.18	\$0.39
*Phase 6 - Direct	8.83	45.00	0.20	\$6,217.77	\$138.17	\$148.57	\$0.00	\$148.57
Phase 7A - Direct	59.68	304.00	0.20	\$42,004.50	\$138.17	\$148.57	\$0.00	\$148.57
Phase 7B - Direct	14.13	72.00	0.20	\$9,948.43	\$138.17	\$148.57	\$0.00	\$148.57
*Phase 8 - Direct	43.97	224.00	0.20	\$30,950.68	\$138.17	\$148.57	\$148.18	\$0.39
Total ERU's	1159.35	1996.00		\$816,028.81				

*Phase 8 was previously recognized as Phase 6 in the Fiscal Year 2023 Budget. The new area recognized as Phase 6 was annexed into the District on November 14th, 2022

VillaMar
Community Development District
General Fund Budget

Revenues:

Assessments

The District will levy a non-ad valorem assessment on all the assessable property within the District in order to pay for operating expenditures during the fiscal year.

Expenditures:

General & Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its Series 2019, Series 2020, and Series 2022 bonds as well as one other anticipated bond issuance.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. This cost with Governmental Management Services – Central Florida LLC is based upon the Series 2019, Series 2020, and Series 2022 bonds as well as one other anticipated bond issuance. The District has an agreement for \$5000 for the first bond issuance, and an additional \$1000 for each issuance after.

VillaMar
Community Development District
General Fund Budget

Trustee Fees

The District will incur trustee related costs with the issuance of its' issued bonds.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Information Technology

Represents costs with Governmental Management Services – Central Florida LLC of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc.

Website Maintenance

Represents the costs with Governmental Management Services – Central Florida LLC associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc.

Postage & Delivery

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public official's liability insurance coverages.

Copies

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the year.

VillaMar
Community Development District
General Fund Budget

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Field Expenditures

Property Insurance

The District's property insurance coverages.

Field Management

Represents the costs of contracting services that provide onsite field management of contracts for the District such as landscape and lake maintenance. These services are provided by Governmental Management Services-Central Florida, LLC. Services provided include onsite inspections, meetings with contractors, monitoring of utility accounts, attend Board meetings and receive and respond to property owner phone calls and emails.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed. The District has contracted with Prince & Sons, Inc. to provide these services.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District.

Pond Maintenance

Represents the estimated costs to maintain the ponds within the District's boundaries. This service is provided by Solitude Lake Management.

Electric - Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

VillaMar

Community Development District

General Fund Budget

Water

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt throughout the District's Boundary.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any field category.

Amenity Expenditures

Amenity - Electric

Represents estimated electric charges for the District's amenity facilities.

Amenity - Water

Represents estimated water charges for the District's amenity facilities.

Playground & Furniture Lease

The District has entered into a leasing agreement for playgrounds and pool furniture installed in the community with WHFS, LLC.

Internet

Internet service will be added for use at the Amenity Center. This service is provided by Spectrum.

Pest Control

The District will incur costs for pest control treatments to its amenity facilities.

Janitorial Services

Represents the costs to provide janitorial services 3 times a week and supplies for the District's amenity facilities. The District is contracted with CSS Clean Star Services of Central Florida, Inc. for these services.

VillaMar
Community Development District
General Fund Budget

Security Services

Represents the estimated cost of contracting a monthly security service for the District's amenity facilities.

Pool Maintenance

Represents the costs of regular cleaning and treatments of the District's pool. The District is contracted with Complete Pool Care, Inc. for these services.

Amenity Access Management

Represents the cost with Governmental Management Services – Central Florida LLC of managing and monitoring access to the District's amenity facilities

Amenity Repairs & Maintenance

Represents estimated costs for repairs and maintenance of the District's amenity facilities.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any amenity category.

Other Financing Uses:

Capital Reserves

Funds collected and reserved for the replacement of and/or purchase of new capital improvements throughout the District.

VillaMar
Community Development District
Proposed Budget
Capital Reserve

Description	Adopted Budget FY2023	Actuals Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Carry Forward Surplus	\$ 1,000	\$ -	\$ -	\$ -	\$ -
Transfer In	\$ 46,170	\$ -	\$ -	\$ -	\$ 39,350
Total Revenues	\$ 47,170	\$ -	\$ -	\$ -	\$ 39,350
Expenditures					
Contingency	\$ 600	\$ -	\$ -	\$ -	\$ 600
Total Expenditures	\$ 600	\$ -	\$ -	\$ -	\$ 600
Net Change in Fund Balance	\$ 46,570	\$ -	\$ -	\$ -	\$ 38,750

VillaMar
Community Development District
Proposed Budget
Series 2019 Area 1 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 404,975	\$ 405,816	\$ -	\$ 405,816	\$ 403,763
Interest Income	\$ -	\$ 11,403	\$ 2,400	\$ 13,803	\$ -
Carry Forward Surplus	\$ 150,446	\$ 169,643	\$ -	\$ 169,643	\$ 164,293
Total Revenues	\$ 555,421	\$ 586,862	\$ 2,400	\$ 589,262	\$ 568,056
Expenditures					
Interest - 11/1	\$ 145,225	\$ 145,225	\$ -	\$ 145,225	\$ 142,588
Special Call - 11/1	\$ -	\$ 20,000	\$ -	\$ 20,000	\$ -
Principal - 5/1	\$ 115,000	\$ 115,000	\$ -	\$ 115,000	\$ 120,000
Interest - 5/1	\$ 145,225	\$ 144,744	\$ -	\$ 144,744	\$ 142,588
Total Expenditures	\$ 405,450	\$ 424,969	\$ -	\$ 424,969	\$ 405,175
Net Change in Fund Balance	\$ 149,971	\$ 161,893	\$ 2,400	\$ 164,293	\$ 162,881

Interest Expense 11/1/24 \$ **140,338**
Total \$ 140,338

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	333	\$ 403,763	\$ 1,213	\$ 1,304
	333	\$ 403,763		

VillaMar
Community Development District
Series 2019 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 6,095,000.00	\$ -	\$ 142,587.50	\$ 402,331.25
05/01/24	\$ 6,095,000.00	\$ 120,000.00	\$ 142,587.50	\$ -
11/01/24	\$ 5,975,000.00	\$ -	\$ 140,337.50	\$ 402,925.00
05/01/25	\$ 5,975,000.00	\$ 125,000.00	\$ 140,337.50	\$ -
11/01/25	\$ 5,850,000.00	\$ -	\$ 137,837.50	\$ 403,175.00
05/01/26	\$ 5,850,000.00	\$ 130,000.00	\$ 137,837.50	\$ -
11/01/26	\$ 5,720,000.00	\$ -	\$ 135,237.50	\$ 403,075.00
05/01/27	\$ 5,720,000.00	\$ 135,000.00	\$ 135,237.50	\$ -
11/01/27	\$ 5,585,000.00	\$ -	\$ 132,537.50	\$ 402,775.00
05/01/28	\$ 5,585,000.00	\$ 140,000.00	\$ 132,537.50	\$ -
11/01/28	\$ 5,445,000.00	\$ -	\$ 129,737.50	\$ 402,275.00
05/01/29	\$ 5,445,000.00	\$ 145,000.00	\$ 129,737.50	\$ -
11/01/29	\$ 5,300,000.00	\$ -	\$ 126,837.50	\$ 401,575.00
05/01/30	\$ 5,300,000.00	\$ 150,000.00	\$ 126,837.50	\$ -
11/01/30	\$ 5,150,000.00	\$ -	\$ 123,368.75	\$ 400,206.25
05/01/31	\$ 5,150,000.00	\$ 160,000.00	\$ 123,368.75	\$ -
11/01/31	\$ 4,990,000.00	\$ -	\$ 119,668.75	\$ 403,037.50
05/01/32	\$ 4,990,000.00	\$ 165,000.00	\$ 119,668.75	\$ -
11/01/32	\$ 4,825,000.00	\$ -	\$ 115,853.13	\$ 400,521.88
05/01/33	\$ 4,825,000.00	\$ 175,000.00	\$ 115,853.13	\$ -
11/01/33	\$ 4,650,000.00	\$ -	\$ 111,806.25	\$ 402,659.38
05/01/34	\$ 4,650,000.00	\$ 180,000.00	\$ 111,806.25	\$ -
11/01/34	\$ 4,470,000.00	\$ -	\$ 107,643.75	\$ 399,450.00
05/01/35	\$ 4,470,000.00	\$ 190,000.00	\$ 107,643.75	\$ -
11/01/35	\$ 4,280,000.00	\$ -	\$ 103,250.00	\$ 400,893.75
05/01/36	\$ 4,280,000.00	\$ 200,000.00	\$ 103,250.00	\$ -
11/01/36	\$ 4,080,000.00	\$ -	\$ 98,625.00	\$ 401,875.00
05/01/37	\$ 4,080,000.00	\$ 210,000.00	\$ 98,625.00	\$ -
11/01/37	\$ 3,870,000.00	\$ -	\$ 93,768.75	\$ 402,393.75
05/01/38	\$ 3,870,000.00	\$ 220,000.00	\$ 93,768.75	\$ -
11/01/38	\$ 3,650,000.00	\$ -	\$ 88,681.25	\$ 402,450.00
05/01/39	\$ 3,650,000.00	\$ 230,000.00	\$ 88,681.25	\$ -
11/01/39	\$ 3,420,000.00	\$ -	\$ 83,362.50	\$ 402,043.75
05/01/40	\$ 3,420,000.00	\$ 240,000.00	\$ 83,362.50	\$ -
11/01/40	\$ 3,180,000.00	\$ -	\$ 77,512.50	\$ 400,875.00
05/01/41	\$ 3,180,000.00	\$ 255,000.00	\$ 77,512.50	\$ -
11/01/41	\$ 2,925,000.00	\$ -	\$ 71,296.88	\$ 403,809.38
05/01/42	\$ 2,925,000.00	\$ 265,000.00	\$ 71,296.88	\$ -
11/01/42	\$ 2,660,000.00	\$ -	\$ 64,837.50	\$ 401,134.38
05/01/43	\$ 2,660,000.00	\$ 280,000.00	\$ 64,837.50	\$ -
11/01/43	\$ 2,380,000.00	\$ -	\$ 58,012.50	\$ 402,850.00
05/01/44	\$ 2,380,000.00	\$ 295,000.00	\$ 58,012.50	\$ -
11/01/44	\$ 2,085,000.00	\$ -	\$ 50,821.88	\$ 403,834.38
05/01/45	\$ 2,085,000.00	\$ 305,000.00	\$ 50,821.88	\$ -
11/01/45	\$ 1,780,000.00	\$ -	\$ 43,387.50	\$ 399,209.38
05/01/46	\$ 1,780,000.00	\$ 320,000.00	\$ 43,387.50	\$ -
11/01/46	\$ 1,460,000.00	\$ -	\$ 35,587.50	\$ 398,975.00
05/01/47	\$ 1,460,000.00	\$ 340,000.00	\$ 35,587.50	\$ -
11/01/47	\$ 1,120,000.00	\$ -	\$ 27,300.00	\$ 402,887.50
05/01/48	\$ 1,120,000.00	\$ 355,000.00	\$ 27,300.00	\$ -
11/01/48	\$ 765,000.00	\$ -	\$ 18,646.88	\$ 400,946.88
05/01/49	\$ 765,000.00	\$ 375,000.00	\$ 18,646.88	\$ -
11/01/49	\$ 390,000.00	\$ -	\$ 9,506.25	\$ 403,153.13
05/01/50	\$ 390,000.00	\$ 390,000.00	\$ 9,506.25	\$ 399,506.25
		\$ 6,210,000.00	\$ 5,040,843.79	\$ 11,250,843.79

VillaMar
Community Development District
Proposed Budget
Series 2020 Area 2 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 368,900	\$ 370,928	\$ -	\$ 370,928	\$ 369,050
Interest Income	\$ -	\$ 10,213	\$ 2,100	\$ 12,313	\$ -
Carry Forward Surplus	\$ 123,135	\$ 124,165	\$ -	\$ 124,165	\$ 138,818
Total Revenues	\$ 492,035	\$ 505,306	\$ 2,100	\$ 507,406	\$ 507,868
Expenditures					
Interest - 11/1	\$ 119,294	\$ 119,294	\$ -	\$ 119,294	\$ 117,588
Principal - 5/1	\$ 130,000	\$ 130,000	\$ -	\$ 130,000	\$ 135,000
Interest - 5/1	\$ 119,294	\$ 119,294	\$ -	\$ 119,294	\$ 117,588
Total Expenditures	\$ 368,588	\$ 368,588	\$ -	\$ 368,588	\$ 370,175
Net Change in Fund Balance	\$ 123,447	\$ 136,718	\$ 2,100	\$ 138,818	\$ 137,693

Interest Expense 11/1/24	\$ 115,816
Total	\$ 115,816

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family - Adams	97	\$ 130,950	\$ 1,350	\$ 1,452
Single Family - D.R. Horton	103	\$ 128,750	\$ 1,250	\$ 1,344
Single Family	81	\$ 109,350	\$ 1,350	\$ 1,452
	281	\$ 369,050		

VillaMar
Community Development District
Series 2020 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 6,245,000.00	\$ -	\$ 117,587.50	\$ 117,587.50
05/01/24	\$ 6,245,000.00	\$ 135,000.00	\$ 117,587.50	\$ -
11/01/24	\$ 6,110,000.00	\$ -	\$ 115,815.63	\$ 368,403.13
05/01/25	\$ 6,110,000.00	\$ 135,000.00	\$ 115,815.63	\$ -
11/01/25	\$ 5,975,000.00	\$ -	\$ 114,043.75	\$ 364,859.38
05/01/26	\$ 5,975,000.00	\$ 140,000.00	\$ 114,043.75	\$ -
11/01/26	\$ 5,835,000.00	\$ -	\$ 111,803.75	\$ 365,847.50
05/01/27	\$ 5,835,000.00	\$ 145,000.00	\$ 111,803.75	\$ -
11/01/27	\$ 5,690,000.00	\$ -	\$ 109,483.75	\$ 366,287.50
05/01/28	\$ 5,690,000.00	\$ 150,000.00	\$ 109,483.75	\$ -
11/01/28	\$ 5,540,000.00	\$ -	\$ 107,083.75	\$ 366,567.50
05/01/29	\$ 5,540,000.00	\$ 155,000.00	\$ 107,083.75	\$ -
11/01/29	\$ 5,385,000.00	\$ -	\$ 104,603.75	\$ 366,687.50
05/01/30	\$ 5,385,000.00	\$ 160,000.00	\$ 104,603.75	\$ -
11/01/30	\$ 5,225,000.00	\$ -	\$ 102,043.75	\$ 366,647.50
05/01/31	\$ 5,225,000.00	\$ 165,000.00	\$ 102,043.75	\$ -
11/01/31	\$ 5,060,000.00	\$ -	\$ 98,950.00	\$ 365,993.75
05/01/32	\$ 5,060,000.00	\$ 170,000.00	\$ 98,950.00	\$ -
11/01/32	\$ 4,890,000.00	\$ -	\$ 95,762.50	\$ 364,712.50
05/01/33	\$ 4,890,000.00	\$ 180,000.00	\$ 95,762.50	\$ -
11/01/33	\$ 4,710,000.00	\$ -	\$ 92,387.50	\$ 368,150.00
05/01/34	\$ 4,710,000.00	\$ 185,000.00	\$ 92,387.50	\$ -
11/01/34	\$ 4,525,000.00	\$ -	\$ 88,918.75	\$ 366,306.25
05/01/35	\$ 4,525,000.00	\$ 190,000.00	\$ 88,918.75	\$ -
11/01/35	\$ 4,335,000.00	\$ -	\$ 85,356.25	\$ 364,275.00
05/01/36	\$ 4,335,000.00	\$ 200,000.00	\$ 85,356.25	\$ -
11/01/36	\$ 4,135,000.00	\$ -	\$ 81,606.25	\$ 366,962.50
05/01/37	\$ 4,135,000.00	\$ 205,000.00	\$ 81,606.25	\$ -
11/01/37	\$ 3,930,000.00	\$ -	\$ 77,762.50	\$ 364,368.75
05/01/38	\$ 3,930,000.00	\$ 215,000.00	\$ 77,762.50	\$ -
11/01/38	\$ 3,715,000.00	\$ -	\$ 73,731.25	\$ 366,493.75
05/01/39	\$ 3,715,000.00	\$ 225,000.00	\$ 73,731.25	\$ -
11/01/39	\$ 3,490,000.00	\$ -	\$ 69,512.50	\$ 368,243.75
05/01/40	\$ 3,490,000.00	\$ 230,000.00	\$ 69,512.50	\$ -
11/01/40	\$ 3,260,000.00	\$ -	\$ 65,200.00	\$ 364,712.50
05/01/41	\$ 3,260,000.00	\$ 240,000.00	\$ 65,200.00	\$ -
11/01/41	\$ 3,020,000.00	\$ -	\$ 60,400.00	\$ 365,600.00
05/01/42	\$ 3,020,000.00	\$ 250,000.00	\$ 60,400.00	\$ -
11/01/42	\$ 2,770,000.00	\$ -	\$ 55,400.00	\$ 365,800.00
05/01/43	\$ 2,770,000.00	\$ 260,000.00	\$ 55,400.00	\$ -
11/01/43	\$ 2,510,000.00	\$ -	\$ 50,200.00	\$ 365,600.00
05/01/44	\$ 2,510,000.00	\$ 270,000.00	\$ 50,200.00	\$ -
11/01/44	\$ 2,240,000.00	\$ -	\$ 44,800.00	\$ 365,000.00
05/01/45	\$ 2,240,000.00	\$ 285,000.00	\$ 44,800.00	\$ -
11/01/45	\$ 1,955,000.00	\$ -	\$ 39,100.00	\$ 368,900.00
05/01/46	\$ 1,955,000.00	\$ 295,000.00	\$ 39,100.00	\$ -
11/01/46	\$ 1,660,000.00	\$ -	\$ 33,200.00	\$ 367,300.00
05/01/47	\$ 1,660,000.00	\$ 305,000.00	\$ 33,200.00	\$ -
11/01/47	\$ 1,355,000.00	\$ -	\$ 27,100.00	\$ 365,300.00
05/01/48	\$ 1,355,000.00	\$ 320,000.00	\$ 27,100.00	\$ -
11/01/48	\$ 1,035,000.00	\$ -	\$ 20,700.00	\$ 367,800.00
05/01/49	\$ 1,035,000.00	\$ 330,000.00	\$ 20,700.00	\$ -
11/01/49	\$ 705,000.00	\$ -	\$ 14,100.00	\$ 364,800.00
05/01/50	\$ 705,000.00	\$ 345,000.00	\$ 14,100.00	\$ -
11/01/50	\$ 360,000.00	\$ -	\$ 7,200.00	\$ 366,300.00
05/01/51	\$ 360,000.00	\$ 360,000.00	\$ 7,200.00	\$ 367,200.00
		\$ 6,245,000.00	\$ 4,127,706.25	\$ 10,372,706.25

VillaMar
Community Development District
Proposed Budget
Series 2022 Area 3 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 174,400	\$ 175,288	\$ -	\$ 175,288	\$ 165,060
Assessments - Prepayments	\$ -	\$ 139,637	\$ 9,974	\$ 149,611	\$ -
Interest Income	\$ -	\$ 5,325	\$ 900	\$ 6,225	\$ -
Carry Forward Surplus	\$ 171,930	\$ 173,278	\$ -	\$ 173,278	\$ 140,143
Total Revenues	\$ 346,330	\$ 493,528	\$ 10,874	\$ 504,402	\$ 305,203
Expenditures					
Interest - 11/1	\$ 71,929	\$ 71,929	\$ -	\$ 71,929	\$ 53,878
Principal - 11/1	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ 60,000
Interest - 5/1	\$ 56,497	\$ 56,497	\$ -	\$ 56,497	\$ 52,941
Special Call - 5/1	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -
Interest - 8/1	\$ -	\$ -	\$ 833	\$ 833	\$ -
Special Call - 8/1	\$ -	\$ -	\$ 85,000	\$ 85,000	\$ -
Total Expenditures	\$ 228,426	\$ 278,426	\$ 85,833	\$ 364,259	\$ 166,819
Net Change in Fund Balance	\$ 117,904	\$ 215,102	\$ (74,959)	\$ 140,143	\$ 138,384

Interest Expense 11/1/24	\$ 52,941
Principal Expense 11/1/24	\$ 60,000
Total	\$ 112,941

VillaMar
Community Development District
Series 2022 A3 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 2,805,000.00	\$ 60,000.00	\$ 53,878.13	\$ 113,878.13
05/01/24	\$ 2,745,000.00	\$ -	\$ 52,940.63	\$ -
11/01/24	\$ 2,745,000.00	\$ 60,000.00	\$ 52,940.63	\$ 165,881.25
05/01/25	\$ 2,685,000.00	\$ -	\$ 52,003.13	\$ -
11/01/25	\$ 2,685,000.00	\$ 60,000.00	\$ 52,003.13	\$ 164,006.25
05/01/26	\$ 2,625,000.00	\$ -	\$ 51,065.63	\$ -
11/01/26	\$ 2,625,000.00	\$ 60,000.00	\$ 51,065.63	\$ 162,131.25
05/01/27	\$ 2,565,000.00	\$ -	\$ 50,128.13	\$ -
11/01/27	\$ 2,565,000.00	\$ 65,000.00	\$ 50,128.13	\$ 165,256.25
05/01/28	\$ 2,500,000.00	\$ -	\$ 49,112.50	\$ -
11/01/28	\$ 2,500,000.00	\$ 65,000.00	\$ 49,112.50	\$ 163,225.00
05/01/29	\$ 2,435,000.00	\$ -	\$ 47,975.00	\$ -
11/01/29	\$ 2,435,000.00	\$ 70,000.00	\$ 47,975.00	\$ 165,950.00
05/01/30	\$ 2,365,000.00	\$ -	\$ 46,750.00	\$ -
11/01/30	\$ 2,365,000.00	\$ 70,000.00	\$ 46,750.00	\$ 163,500.00
05/01/31	\$ 2,295,000.00	\$ -	\$ 45,525.00	\$ -
11/01/31	\$ 2,295,000.00	\$ 75,000.00	\$ 45,525.00	\$ 166,050.00
05/01/32	\$ 2,220,000.00	\$ -	\$ 44,212.50	\$ -
11/01/32	\$ 2,220,000.00	\$ 75,000.00	\$ 44,212.50	\$ 163,425.00
05/01/33	\$ 2,145,000.00	\$ -	\$ 42,900.00	\$ -
11/01/33	\$ 2,145,000.00	\$ 80,000.00	\$ 42,900.00	\$ 165,800.00
05/01/34	\$ 2,065,000.00	\$ -	\$ 41,300.00	\$ -
11/01/34	\$ 2,065,000.00	\$ 80,000.00	\$ 41,300.00	\$ 162,600.00
05/01/35	\$ 1,985,000.00	\$ -	\$ 39,700.00	\$ -
11/01/35	\$ 1,985,000.00	\$ 85,000.00	\$ 39,700.00	\$ 164,400.00
05/01/36	\$ 1,900,000.00	\$ -	\$ 38,000.00	\$ -
11/01/36	\$ 1,900,000.00	\$ 85,000.00	\$ 38,000.00	\$ 161,000.00
05/01/37	\$ 1,815,000.00	\$ -	\$ 36,300.00	\$ -
11/01/37	\$ 1,815,000.00	\$ 90,000.00	\$ 36,300.00	\$ 162,600.00
05/01/38	\$ 1,725,000.00	\$ -	\$ 34,500.00	\$ -
11/01/38	\$ 1,725,000.00	\$ 95,000.00	\$ 34,500.00	\$ 164,000.00
05/01/39	\$ 1,630,000.00	\$ -	\$ 32,600.00	\$ -
11/01/39	\$ 1,630,000.00	\$ 100,000.00	\$ 32,600.00	\$ 165,200.00
05/01/40	\$ 1,530,000.00	\$ -	\$ 30,600.00	\$ -
11/01/40	\$ 1,530,000.00	\$ 100,000.00	\$ 30,600.00	\$ 161,200.00
05/01/41	\$ 1,430,000.00	\$ -	\$ 28,600.00	\$ -
11/01/41	\$ 1,430,000.00	\$ 105,000.00	\$ 28,600.00	\$ 162,200.00
05/01/42	\$ 1,325,000.00	\$ -	\$ 26,500.00	\$ -
11/01/42	\$ 1,325,000.00	\$ 110,000.00	\$ 26,500.00	\$ 163,000.00
05/01/43	\$ 1,215,000.00	\$ -	\$ 24,300.00	\$ -
11/01/43	\$ 1,215,000.00	\$ 115,000.00	\$ 24,300.00	\$ 163,600.00
05/01/44	\$ 1,100,000.00	\$ -	\$ 22,000.00	\$ -
11/01/44	\$ 1,100,000.00	\$ 120,000.00	\$ 22,000.00	\$ 164,000.00
05/01/45	\$ 980,000.00	\$ -	\$ 19,600.00	\$ -
11/01/45	\$ 980,000.00	\$ 125,000.00	\$ 19,600.00	\$ 164,200.00
05/01/46	\$ 855,000.00	\$ -	\$ 17,100.00	\$ -
11/01/46	\$ 855,000.00	\$ 130,000.00	\$ 17,100.00	\$ 164,200.00
05/01/47	\$ 725,000.00	\$ -	\$ 14,500.00	\$ -
11/01/47	\$ 725,000.00	\$ 135,000.00	\$ 14,500.00	\$ 164,000.00
05/01/48	\$ 590,000.00	\$ -	\$ 11,800.00	\$ -
11/01/48	\$ 590,000.00	\$ 140,000.00	\$ 11,800.00	\$ 163,600.00
05/01/49	\$ 450,000.00	\$ -	\$ 9,000.00	\$ -
11/01/49	\$ 450,000.00	\$ 145,000.00	\$ 9,000.00	\$ 163,000.00
05/01/50	\$ 305,000.00	\$ -	\$ 6,100.00	\$ -
11/1/50	\$ 305,000.00	\$ 150,000.00	\$ 6,100.00	\$ 162,200.00
5/1/51	\$ 155,000.00	\$ -	\$ 3,100.00	\$ -
11/1/51	\$ 155,000.00	\$ 155,000.00	\$ 3,100.00	\$ 161,200.00
	\$ 2,805,000.00	\$ 1,890,303.13	\$ 4,695,303.13	

VillaMar
Community Development District
Proposed Budget
Series 2022 Area 4 Debt Service Fund

Description	Adopted Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ 249,825	\$ 249,826	\$ -	\$ 249,826	\$ 249,825
Interest Income	\$ -	\$ 8,494	\$ 1,500	\$ 9,994	\$ -
Carry Forward Surplus	\$ 104,844	\$ 229,541	\$ -	\$ 229,541	\$ 94,983
Total Revenues	\$ 354,669	\$ 487,861	\$ 1,500	\$ 489,361	\$ 344,808
Expenditures					
Interest - 11/1	\$ 104,841	\$ 104,841	\$ -	\$ 104,841	\$ 83,325
Principal - 5/1	\$ 80,000	\$ 80,000	\$ -	\$ 80,000	\$ 80,000
Interest - 5/1	\$ 84,625	\$ 84,625	\$ -	\$ 84,625	\$ 83,325
Total Expenditures	\$ 269,466	\$ 269,466	\$ -	\$ 269,466	\$ 246,650
Other Financing Sources/(Uses)					
Transfer Out	\$ -	\$ (124,913)	\$ -	\$ (124,913)	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ (124,913)	\$ -	\$ (124,913)	\$ -
Net Change in Fund Balance	\$ 85,203	\$ 93,483	\$ 1,500	\$ 94,983	\$ 98,158

Interest Expense 11/1/24 \$ 82,025
Total \$ 82,025

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	200	\$ 249,825	\$ 1,249	\$ 1,343
	200	\$ 249,825		

VillaMar
Community Development District
Series 2022 A4 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 4,215,000.00	\$ -	\$ 83,325.00	\$ 83,325.00
05/01/24	\$ 4,215,000.00	\$ 80,000.00	\$ 83,325.00	\$ -
11/01/24	\$ 4,135,000.00	\$ -	\$ 82,025.00	\$ 245,350.00
05/01/25	\$ 4,135,000.00	\$ 85,000.00	\$ 82,025.00	\$ -
11/01/25	\$ 4,050,000.00	\$ -	\$ 80,643.75	\$ 247,668.75
05/01/26	\$ 3,870,000.00	\$ 90,000.00	\$ 80,643.75	\$ -
11/01/26	\$ 3,870,000.00	\$ -	\$ 79,181.25	\$ 249,825.00
05/01/27	\$ 3,870,000.00	\$ 90,000.00	\$ 79,181.25	\$ -
11/01/27	\$ 3,870,000.00	\$ -	\$ 77,718.75	\$ 246,900.00
05/01/28	\$ 3,870,000.00	\$ 95,000.00	\$ 77,718.75	\$ -
11/01/28	\$ 3,775,000.00	\$ -	\$ 75,996.88	\$ 248,715.63
05/01/29	\$ 3,775,000.00	\$ 95,000.00	\$ 75,996.88	\$ -
11/01/29	\$ 3,680,000.00	\$ -	\$ 74,275.00	\$ 245,271.88
05/01/30	\$ 3,680,000.00	\$ 100,000.00	\$ 74,275.00	\$ -
11/01/30	\$ 3,365,000.00	\$ -	\$ 72,462.50	\$ 246,737.50
05/01/31	\$ 3,365,000.00	\$ 105,000.00	\$ 72,462.50	\$ -
11/01/31	\$ 3,365,000.00	\$ -	\$ 70,559.38	\$ 248,021.88
05/01/32	\$ 3,365,000.00	\$ 110,000.00	\$ 70,559.38	\$ -
11/01/32	\$ 3,365,000.00	\$ -	\$ 68,565.63	\$ 249,125.00
05/01/33	\$ 3,365,000.00	\$ 110,000.00	\$ 68,565.63	\$ -
11/01/33	\$ 3,255,000.00	\$ -	\$ 66,365.63	\$ 244,931.25
05/01/34	\$ 3,255,000.00	\$ 115,000.00	\$ 66,365.63	\$ -
11/01/34	\$ 3,140,000.00	\$ -	\$ 64,065.63	\$ 245,431.25
05/01/35	\$ 3,140,000.00	\$ 120,000.00	\$ 64,065.63	\$ -
11/01/35	\$ 3,020,000.00	\$ -	\$ 61,665.63	\$ 245,731.25
05/01/36	\$ 3,020,000.00	\$ 125,000.00	\$ 61,665.63	\$ -
11/01/36	\$ 2,895,000.00	\$ -	\$ 59,165.63	\$ 245,831.25
05/01/37	\$ 2,895,000.00	\$ 130,000.00	\$ 59,165.63	\$ -
11/01/37	\$ 2,765,000.00	\$ -	\$ 56,565.63	\$ 245,731.25
05/01/38	\$ 2,765,000.00	\$ 135,000.00	\$ 56,565.63	\$ -
11/01/38	\$ 2,630,000.00	\$ -	\$ 53,865.63	\$ 245,431.25
05/01/39	\$ 2,630,000.00	\$ 140,000.00	\$ 53,865.63	\$ -
11/01/39	\$ 2,490,000.00	\$ -	\$ 51,065.63	\$ 244,931.25
05/01/40	\$ 2,490,000.00	\$ 150,000.00	\$ 51,065.63	\$ -
11/01/40	\$ 2,025,000.00	\$ -	\$ 48,065.63	\$ 249,131.25
05/01/41	\$ 2,025,000.00	\$ 155,000.00	\$ 48,065.63	\$ -
11/01/41	\$ 2,025,000.00	\$ -	\$ 44,965.63	\$ 248,031.25
05/01/42	\$ 2,025,000.00	\$ 160,000.00	\$ 44,965.63	\$ -
11/01/42	\$ 2,025,000.00	\$ -	\$ 41,765.63	\$ 246,731.25
05/01/43	\$ 2,025,000.00	\$ 165,000.00	\$ 41,765.63	\$ -
11/01/43	\$ 1,860,000.00	\$ -	\$ 38,362.50	\$ 245,128.13
05/01/44	\$ 1,860,000.00	\$ 175,000.00	\$ 38,362.50	\$ -
11/01/44	\$ 1,685,000.00	\$ -	\$ 34,753.13	\$ 248,115.63
05/01/45	\$ 1,685,000.00	\$ 180,000.00	\$ 34,753.13	\$ -
11/01/45	\$ 1,505,000.00	\$ -	\$ 31,040.63	\$ 245,793.75
05/01/46	\$ 1,505,000.00	\$ 190,000.00	\$ 31,040.63	\$ -
11/01/46	\$ 1,315,000.00	\$ -	\$ 27,121.88	\$ 248,162.50
05/01/47	\$ 1,315,000.00	\$ 195,000.00	\$ 27,121.88	\$ -
11/01/47	\$ 1,120,000.00	\$ -	\$ 23,100.00	\$ 245,221.88
05/01/48	\$ 1,120,000.00	\$ 205,000.00	\$ 23,100.00	\$ -
11/01/48	\$ 915,000.00	\$ -	\$ 18,871.88	\$ 246,971.88
05/01/49	\$ 915,000.00	\$ 215,000.00	\$ 18,871.88	\$ -
11/01/49	\$ 700,000.00	\$ -	\$ 14,437.50	\$ 248,309.38
05/01/50	\$ 700,000.00	\$ 225,000.00	\$ 14,437.50	\$ -
11/01/50	\$ 475,000.00	\$ -	\$ 9,796.88	\$ 249,234.38
05/01/51	\$ 475,000.00	\$ 235,000.00	\$ 9,796.88	\$ -
11/01/51	\$ 240,000.00	\$ -	\$ 4,950.00	\$ 249,746.88
05/01/52	\$ 240,000.00	\$ 240,000.00	\$ 4,950.00	\$ 244,950.00
	\$ 4,215,000.00	\$ 3,029,487.50	\$ 7,244,487.50	

VillaMar
Community Development District
Proposed Budget
Series 2022 Area 5 Debt Service Fund

Description	Proposed Budget FY2023	Actual Thru 6/30/23	Projected Next 3 Months	Projected Thru 9/30/23	Proposed Budget FY2024
Revenues					
Assessments	\$ -	\$ -	\$ -	\$ -	\$ 553,728
Interest Income	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ -
Carry Forward Surplus	\$ -	\$ -	\$ -	\$ -	\$ 170,598
Total Revenues	\$ 2,400	\$ -	\$ 2,400	\$ 2,400	\$ 724,327
Expenditures					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	\$ 168,198
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 110,000
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	\$ 222,616
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 500,814
Other Financing Sources/(Uses)					
Bond Proceeds	\$ 721,927	\$ 721,927	\$ -	\$ 721,927	\$ -
Total Other Financing Sources/(Uses)	\$ 721,927	\$ 721,927	\$ -	\$ 721,927	\$ -
Net Change in Fund Balance	\$ 724,327	\$ 721,927	\$ 2,400	\$ 724,327	\$ 223,513

Interest Expense 11/1/24 \$ 219,934
Total \$ 219,934

Product	Assessable Units	Maximum Annual Debt Service	Net Assessment Per Unit	Gross Assessment Per Unit
Single Family	443	\$ 553,728	\$ 1,250	\$ 1,344
	443	\$ 553,728		

VillaMar
Community Development District
Series 2023 A5 Special Assessment Bonds
Amortization Schedule

Date	Balance	Principal	Interest	Total
11/01/23	\$ 7,940,000.00	\$ -	\$ 168,198.47	\$ 168,198.47
05/01/24	\$ 7,940,000.00	\$ 110,000.00	\$ 222,615.63	
11/01/24	\$ 7,830,000.00	\$ -	\$ 219,934.38	\$ 552,550.00
05/01/25	\$ 7,830,000.00	\$ 115,000.00	\$ 219,934.38	
11/01/25	\$ 7,715,000.00	\$ -	\$ 217,131.25	\$ 552,065.63
05/01/26	\$ 7,715,000.00	\$ 120,000.00	\$ 217,131.25	
11/01/26	\$ 7,595,000.00	\$ -	\$ 214,206.25	\$ 551,337.50
05/01/27	\$ 7,595,000.00	\$ 125,000.00	\$ 214,206.25	
11/01/27	\$ 7,470,000.00	\$ -	\$ 211,159.38	\$ 550,365.63
05/01/28	\$ 7,470,000.00	\$ 130,000.00	\$ 211,159.38	
11/01/28	\$ 7,340,000.00	\$ -	\$ 207,990.63	\$ 549,150.00
05/01/29	\$ 7,340,000.00	\$ 140,000.00	\$ 207,990.63	
11/01/29	\$ 7,200,000.00	\$ -	\$ 204,578.13	\$ 552,568.75
05/01/30	\$ 7,200,000.00	\$ 145,000.00	\$ 204,578.13	
11/01/30	\$ 7,055,000.00	\$ -	\$ 201,043.75	\$ 550,621.88
05/01/31	\$ 7,055,000.00	\$ 155,000.00	\$ 201,043.75	
11/01/31	\$ 6,900,000.00	\$ -	\$ 196,684.38	\$ 552,728.13
05/01/32	\$ 6,900,000.00	\$ 165,000.00	\$ 196,684.38	
11/01/32	\$ 6,735,000.00	\$ -	\$ 192,043.75	\$ 553,728.13
05/01/33	\$ 6,735,000.00	\$ 170,000.00	\$ 192,043.75	
11/01/33	\$ 6,565,000.00	\$ -	\$ 187,262.50	\$ 549,306.25
05/01/34	\$ 6,565,000.00	\$ 180,000.00	\$ 187,262.50	
11/01/34	\$ 6,385,000.00	\$ -	\$ 182,200.00	\$ 549,462.50
05/01/35	\$ 6,385,000.00	\$ 190,000.00	\$ 182,200.00	
11/01/35	\$ 6,195,000.00	\$ -	\$ 176,856.25	\$ 549,056.25
05/01/36	\$ 6,195,000.00	\$ 205,000.00	\$ 176,856.25	
11/01/36	\$ 5,990,000.00	\$ -	\$ 171,090.63	\$ 552,946.88
05/01/37	\$ 5,990,000.00	\$ 215,000.00	\$ 171,090.63	
11/01/37	\$ 5,775,000.00	\$ -	\$ 165,043.75	\$ 551,134.38
05/01/38	\$ 5,775,000.00	\$ 230,000.00	\$ 165,043.75	
11/01/38	\$ 5,545,000.00	\$ -	\$ 158,575.00	\$ 553,618.75
05/01/39	\$ 5,545,000.00	\$ 240,000.00	\$ 158,575.00	
11/01/39	\$ 5,305,000.00	\$ -	\$ 151,825.00	\$ 550,400.00
05/01/40	\$ 5,305,000.00	\$ 255,000.00	\$ 151,825.00	
11/01/40	\$ 5,050,000.00	\$ -	\$ 144,653.13	\$ 551,478.13
05/01/41	\$ 5,050,000.00	\$ 270,000.00	\$ 144,653.13	
11/01/41	\$ 4,495,000.00	\$ -	\$ 137,059.38	\$ 551,712.50
05/01/42	\$ 4,195,000.00	\$ 285,000.00	\$ 137,059.38	
11/01/42	\$ 4,195,000.00	\$ -	\$ 129,043.75	\$ 551,103.13
05/01/43	\$ 4,195,000.00	\$ 300,000.00	\$ 129,043.75	
11/01/43	\$ 4,195,000.00	\$ -	\$ 120,606.25	\$ 549,650.00
05/01/44	\$ 4,195,000.00	\$ 320,000.00	\$ 120,606.25	
11/01/44	\$ 3,875,000.00	\$ -	\$ 111,406.25	\$ 552,012.50
05/01/45	\$ 3,875,000.00	\$ 340,000.00	\$ 111,406.25	
11/01/45	\$ 3,535,000.00	\$ -	\$ 101,631.25	\$ 553,037.50
05/01/46	\$ 3,535,000.00	\$ 360,000.00	\$ 101,631.25	
11/01/46	\$ 3,175,000.00	\$ -	\$ 91,281.25	\$ 552,912.50
05/01/47	\$ 3,175,000.00	\$ 380,000.00	\$ 91,281.25	
11/01/47	\$ 2,795,000.00	\$ -	\$ 80,356.25	\$ 551,637.50
05/01/48	\$ 2,795,000.00	\$ 400,000.00	\$ 80,356.25	
11/01/48	\$ 2,395,000.00	\$ -	\$ 68,856.25	\$ 549,212.50
05/01/49	\$ 2,395,000.00	\$ 425,000.00	\$ 68,856.25	
11/01/49	\$ 1,970,000.00	\$ -	\$ 56,637.50	\$ 550,493.75
05/01/50	\$ 1,970,000.00	\$ 450,000.00	\$ 56,637.50	
11/01/50	\$ 1,520,000.00	\$ -	\$ 43,700.00	\$ 550,337.50
05/01/51	\$ 1,520,000.00	\$ 480,000.00	\$ 43,700.00	
11/01/51	\$ 1,040,000.00	\$ -	\$ 29,900.00	\$ 553,600.00
05/01/52	\$ 1,040,000.00	\$ 505,000.00	\$ 29,900.00	
11/01/52	\$ 535,000.00	\$ -	\$ 15,381.25	\$ 550,281.25
05/01/53	\$ 535,000.00	\$ 535,000.00	\$ 15,381.25	\$ 550,381.25
		\$ 7,940,000.00	\$ 8,767,089.10	\$ 16,707,089.10

PARCEL ID	PROP DSCR1	Units	FY 24 O&M	2019 Debt	2020 Debt	2022 Phase 3 Debt	2022 Phase 4 Debt	Series 2023 Debt	Total Assessments
262923690588001600	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001610	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001620	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001630	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001640	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001650	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001660	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001670	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001680	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001690	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001700	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001710	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001720	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001730	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001740	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001750	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001760	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001770	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001780	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001790	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001800	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001810	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001820	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001830	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001840	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001850	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001860	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001870	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001880	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001890	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001900	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001910	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001920	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001930	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001940	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001950	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001960	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001970	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001980	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588001990	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588002000	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588002010	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588002020	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588002030	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588002040	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588002050	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
262923690588002060	VILLAMAR PHASE 2A PB 176 PGS 40-42	1	\$756.84	\$1,303.76					\$2,060.60
Gross Onroll Assessments		955	\$722,782.20	\$434,152.08	\$396,827.85	\$177,483.35	\$268,630.00	\$0.00	\$1,578,363.80
Net Onroll Assessments			\$672,187.45	\$403,761.43	\$369,049.90	\$165,059.52	\$249,825.90	\$0.00	\$1,467,878.33
Direct Billing									
PARCEL ID	PROP DSCR1	Acres	FY 24 O&M	2019 Debt	2020 Debt	2022 Phase 3 Debt	2022 Phase 4 Debt	Series 2023 Debt	Total Assessments
262914000000031050	BEG SE COR OF NE1/4 OF SW1/4 OF SEC	88.69	\$33,280.30						
262914000000043010	THAT PT OF SEC 14 15 & 22 DESC AS	42.83	\$26,729.09					\$220,602.85	
262915000000012030	THE S 1730 FT OF FOLL: COMM NW COR	76.80	\$55,863.37						
262915000000022010	THAT PART OF SE 1/4 OF SE 1/4 DESC AS	10.98	\$6,853.78					\$56,566.19	
262915000000022020	THAT PART OF SW1/4 OF SEC 14 & SE1/4	28.11	\$17,544.17					\$144,797.03	
262915000000024010	THAT PT LYING WITHIN SECS 15 & 22 OF	9.43	\$5,882.13					\$48,546.89	
262922000000011010	NE1/4 OF NE1/4 OF SEC 22 AS DESC IN	2.93	\$1,825.66					\$15,067.73	
262922000000013020	THAT PT SEC 15 & 22 DESC AS: BEG SW	21.32	\$6,685.24					\$109,826.29	
Gross Offroll Assessments		281.09	\$154,663.74	\$0.00	\$0.00	\$0.00	\$0.00	\$595,407.00	\$0.00
Net Offroll Assessments			\$143,837.28	\$0.00	\$0.00	\$0.00	\$0.00	\$553,728.51	\$0.00
Gross Total Assessments			\$877,445.94	\$434,152.08	\$396,827.85	\$177,483.35	\$268,630.00	\$595,407.00	\$1,578,363.80
Net Total Assessments			\$816,024.72	\$403,761.43	\$369,049.90	\$165,059.52	\$249,825.90	\$553,728.51	\$1,467,878.33

SECTION V

RESOLUTION 2023-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRPERSON, VICE CHAIRPERSON, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$7,940,000 VILLAMAR COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2023 (ASSESSMENT AREA FIVE PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the VillaMar Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the City of Winter Haven, Florida; and

WHEREAS, the District previously adopted Resolution Nos. 2019-24, 2021-08, 2023-02, and 2023-10 on December 5, 2018, March 2, 2021, January 11, 2023, and May 2, 2023, respectively (collectively, the “**Bond Resolution**”), authorizing the issuance of \$7,940,000 VillaMar Community Development District Special Assessment Bonds, Series 2023 (the “**Assessment Area Five Bonds**”), for the purpose of financing a portion of the acquisition and/or construction of the District’s “Assessment Area Five Project”; and

WHEREAS, the District closed on the issuance of the Assessment Area Five Bonds on June 15, 2023; and

WHEREAS, as prerequisites to the issuance of the Assessment Area Five Bonds, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (the “**District Staff**”) were required to execute and deliver various documents (the “**Closing Documents**”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Assessment Area Five Bonds.

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

SECTION 1. The issuance of the Assessment Area Five Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Assessment Area Five Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Assessment Area Five Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 1st day of August 2023.

ATTEST:

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

SECTION VI

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

VillaMar Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

**THIRD AMENDED AND RESTATED
DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF
IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT¹**

Board of Supervisors²

VillaMar Community Development District

Warren K. (“Rennie”) Heath II
Chairperson

Lauren Schwenk
Assistant Secretary

Brian Walsh
Vice Chairperson

Eric Lavoie
Assistant Secretary

Milton Andrade
Assistant Secretary

Governmental Management Services
District Manager
219 East Livingston Street
Orlando, Florida 32308
(407) 841-5524

¹ This amends, supplements and restates the *Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the VillaMar Community Development District*, recorded in the Official Records Book 10946, Pages 0938-0948, inclusive, of the Public Records of Polk County, Florida, the *Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the VillaMar Community Development District*, recorded in the Official Records Book 11571, Pages 0527-0539, inclusive of the Public Records of Polk County, Florida, and the *Second Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the VillaMar Community Development District*, recorded in the Official Records Book 12305, Pages 0311-0328, inclusive of the Public Records of Polk County, Florida.

² This list reflects the composition of the Board of Supervisors as of August 1, 2023. For a current list of Board Members, please contact the District Manager’s office.

District records are on file at the offices of Governmental Management Services, located at 219 East Livingston Street, Orlando, Florida 32801, and at the District's local records office at the offices of Cassidy Homes, 346 E. Central Avenue, Winter Haven, Florida 33880, and are available for public inspection upon request during normal business hours.

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**VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT**

INTRODUCTION

The VillaMar Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**THIRD AMENDED AND RESTATED
DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the VillaMar Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. O-18-70, enacted by the City Commission of the City of Winter Haven, Florida (the, “City”), which was effective on November 26, 2018, as amended by Ordinance No. O-20-40, effective October 26, 2020, Ordinance No. O-21-32, effective on April 12, 2021, and Ordinance No. O-22-68, effective on November 28, 2022, all enacted by the City (collectively, the “Ordinance”). The District encompasses approximately 583.79 acres of land, more or less, located entirely within the boundaries of the City. As a local unit of special-purpose government, the District provides a means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring have been or will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County (“County”). Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally

subject to the same disclosure requirements as other elected officials under the State's ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 583.79 acres of land located entirely within the City, in Polk County, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit "A." The public infrastructure necessary to support the District's development program includes, but is not limited to, roadways, stormwater management system facilities, off-site improvements; water and wastewater facilities, landscaping, hardscaping and irrigation, and street lighting. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted an *Engineer's Report for Capital Improvements*, dated January 3, 2019, as supplemented by that *Supplemental Engineer's Report for Capital Improvements*, dated March 20, 2019, as again supplemented by that *Second Supplemental Engineer's Report for Capital Improvements*, dated November 3, 2020, as amended by that *Amended and Restated Master Engineer's Report for Capital Improvements*, dated April 13, 2021, and as further amended by that *Amended and Restated Master Engineer's Report for Capital Improvements*, dated February 15, 2022, the *Amended and Restated Master Engineer's Report for Capital Improvements*, dated December 15, 2022, and by the *Amendment to the Amended and Restated Engineer's Report for Capital Improvements*, dated May 2, 2023 (collectively, the "Engineer's Report"), which details all of the improvements contemplated for the completion of the infrastructure of the District (the "Capital Improvement Plan"). Copies of the Engineer's Report are available for review in the District's public records.

These public infrastructure improvements as described in the Capital Improvement Plan have been or will be funded by the District's sale of bonds. By way of Resolution Nos. 2019-24, 2021-08, 2023-02, and 2023-10, adopted on December 5, 2018, March 2, 2021, January 11, 2023, and May 2, 2023, respectively, the Board authorized the following:

On February 14, 2019, the Circuit Court for the Tenth Judicial Circuit, in and for Hardee, Highlands, and Polk Counties, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$22,250,000 in Special Assessment Bonds for infrastructure needs of the District; on December 6, 2021, the Circuit Court for the Tenth Judicial Circuit, in and for Hardee, Highlands, and Polk Counties, entered a second Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$50,000,000, (inclusive of the previously validated \$22,250,000 and the additional \$27,275,000 in aggregate principal amount) in Special Assessment Bonds for infrastructure needs of the District; and on April 10, 2023, the Circuit Court for the Tenth Judicial Circuit, in and for Hardee, Highlands, and Polk Counties, entered a third Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$77,615,000, (inclusive of the previously validated \$50,000,000 in aggregate principal amount and the additional \$27,615,000 in aggregate principal amount) in Special Assessment Bonds for infrastructure needs of the District; and

On June 25, 2019, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to Phase 1 of the District (the “Series 2019 Project”). On that date, the District issued its VillaMar Community Development District, Special Assessment Bonds, Series 2019, in the amount of \$7,180,000 (the “Series 2019 Bonds”). Proceeds of the Series 2019 Bonds have been or are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2019 Project; and

On November 24, 2020, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to Phase 2 of the District (the “Series 2020 Project”). On that date, the District issued its VillaMar Community Development District Special Assessment Bonds, Series 2020, in the amount of \$6,500,000 (the “Series 2020 Bonds”). Proceeds of the Series 2020 Bonds have been or are being used to finance the cost of a portion of the acquisition, construction, installation and equipping of the Series 2020 Project; and

On March 18, 2022, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements (the “Series 2022 Project”) of the District. On that date, the District issued its VillaMar Community Development District Special Assessment Bonds, Series 2020 (Phase 3 Project), in the amount of \$3,040,000 (the “Phase 3 Bonds”), and its VillaMar Community Development District Special Assessment Bonds, Series 2022 (Phase 4 Project), in the amount of \$4,295,000 (the “Phase 4 Bonds” and, together with the Phase 3 Bonds, the “Series 2022 Bonds”). Proceeds of the Phase 3 Bonds have been or are being used to finance the cost of a portion of the acquisition, construction, installation and equipping of the Series 2022 Project pertaining to Phase 3. Proceeds of the Phase 4 Bonds have been or are being used to finance the cost of a portion of the acquisition, construction, installation and equipping of the Series 2022 Project pertaining to Phase 4; and

On June 15, 2023, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements in Phase 5, also described as development Phases 6 and 6D of the District (the “Assessment Area Five Project”). On that date, the District issued its VillaMar Community Development District Special Assessment Bonds, Series 2023, in the amount of \$7,940,000 (the “Assessment Area Five Bonds”). Proceeds of the Assessment Area Five Bonds have been or are being used to finance the cost of a portion of the acquisition, construction, installation and equipping of the Assessment Area Five Project.

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and/or wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the City, the County, and the SWFWMD. There is a known surface water, (Crystal Lake) and

there are natural wetlands on the west side of the District. No impacts to the wetlands or lake are anticipated.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0530G (dated 12/22/2016) demonstrates that the majority of the property is located within Flood Zone X with the remainder in AE. Based on this information and the site topography, it does not appear that floodplain compensation is required. If floodplain compensation is required, flood compensation shall be in accordance with Southwest Florida Water Management, City, and County criteria

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor have been or will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP have been or will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor have been or will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections are to be 40' R/W with 24' of asphalt and Miami curb or Type F curb and gutter on both sides and 80' R/W with 24' of asphalt with roadside swales and sidewalks on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be 2' wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. The 80' R/W section shall be a rural section constructed in accordance with FDOT, County, and City specifications. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The roadways will also require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which have been or will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water, Reclaim, and Wastewater Facilities

A potable water system inclusive of water main, gate valves, fire hydrants and appurtenances have been or will be installed for the District. The water service provider have been or will be the City of Winter Haven Public Utilities. The water system have been or will be a "looped" system and have been or will be installed within the proposed public rights-of-way within the District. This water system will provide the potable (domestic) and fire protection services which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals have been or will be installed. The gravity sanitary sewer mains have been or will be 8" diameter PVC. The gravity sanitary sewer lines have been or will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines have been or will be laterals to serve the individual lots. A lift station is anticipated for this CIP. Flow from the lift station shall be connected to either a force main on site or along CR 653.

Reclaimed water is available for this site. The reclaim water lines have been or will be installed onsite to provide irrigation within the public right of way and amenity/park area. The reclaimed water system is funded by the District. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District provided funding for the anticipated turn lanes at the development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 (Development Phase 1 & 2) in 2019-2020 (334 Lots), Phase 2 (Development Phase 3), in 2020-2022 (281 lots), Phase 3 (Development Phase 4), in 2021-2023 (140 lots), Phase 4 (Development Phase 5), in 2022-2024 (200 lots), Phase 5 (Development Phase 6 & 6D), in 2023-2024 (443 lots), Phase 6 (Development Phase 7), in 2023-2024 (391 lots), and Phase 7 (Development Phase 8), in 2024-2025 (211 lots). Upon completion of each phase of these improvements, inspection/certifications have been or will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City.

Amenities and Parks

The District will provide funding for an amenity center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails around the amenity center.

Electric and Lighting

The electric distribution system through the District is currently planned to be underground. The District plans to fund the incremental cost of undergrounding the electric conduit for the installation of the street lighting along the internal roadways within the CDD. These lights will be owned and maintained by TECO after dedication, with the District funding maintenance services from funds other than bond proceeds. All improvements funded by the District have been or will be owned and operated by the District or another governmental entity.

Entry Feature

Landscaping, irrigation, entry features and walls at the entrances and along the perimeter of the District have been or will be provided by the District. The irrigation system will use reuse water as provided by the City of Winter Haven. The master reuse watermain to the various

phases of the District have been or will be constructed or acquired by the District with District funds and subsequently turned over to the City of Winter Haven. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the District. Perimeter fencing have been or will be provided at the site entrances and perimeters that is used for buffering purposes. These items have been or will be funded, owned and maintained by the District.

Assessments, Fees and Charges

A portion of the master infrastructure improvements identified separately as the Series 2019 Project, the Series 2020 Project, the Series 2022 Project and the Assessment Area Five Project (and together, the “Projects”), identified in the District’s Capital Improvement Plan, have been or will be financed by the District from the proceeds of the sale of its Series 2019 Bonds, the Series 2020 Bonds, the Series 2022 Bonds, and the Assessment Area Five Bonds, respectively (together, the “Bonds”). The amortization schedules for the Series 2019 Bonds, the Series 2020 Bonds, the Phase 3 Bonds, the Phase 4 Bonds, and the Assessment Area Five Bonds are available in the District’s public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District’s *Master Assessment Methodology*, dated December 5, 2018, as supplemented by that *Supplemental Assessment Methodology for Phase 1*, dated June 12, 2019, as further supplemented by that *Supplemental Assessment Methodology (Series 2020 Assessment Area)*, dated November 12, 2020, as amended by that *Amended and Restated Master Assessment Methodology*, dated May 12, 2021, and further amended by the *Amended and Restated Master Assessment Methodology*, dated July 20, 2021, the *Amendment to the Amended and Restated Master Assessment Methodology (Phases 5, 6, 7A, 7B, and 8)*, dated January 3, 2023, and supplemented by the *Supplemental Assessment Methodology for Assessment Area Five*, dated May 31, 2023 (collectively, the “Assessment Methodology”), are available for review in the District’s public records.

The Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of each of the District’s Projects (collectively, the “Debt Assessments”), and separately, the Series 2019 Debt Assessments, the Series 2020 Debt Assessments, the Phase 3 Debt Assessments, the Phase 4 Debt Assessments, and the Assessment Area Five Debt Assessments. The Debt Assessments are typically billed in the same manner as are County ad valorem taxes but may be billed directly by the District. The Debt Assessments are levied in accordance with the District’s Assessment Methodology and represent an allocation of the costs of the respective Projects to those lands within the District benefiting from the respective Projects.

The Debt Special Assessments described above exclude any operations and maintenance assessments (“O&M Assessments”), which may be determined and calculated annually by the District’s Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District's Debt Special Assessments, and/or current or future O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and have been or will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. **As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.** The District may also elect to collect the assessment directly.

This description of the VillaMar Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, VillaMar Community Development District, 219 East Livingston Street, Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the first day of August 2023, and recorded in the Official Records of Polk County, Florida.

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**

By: Warren K. (“Rennie”) Heath II, Chairperson

Witness

Witness

Print Name

Print Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2023, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors of the VillaMar Community Development District.

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[notary seal]

Composite Exhibit "A"
Complete Legal Description for Villamar CDD As Amended

A PARCEL OF LAND BEING A PORTION OF SECTIONS 14, 15, 22, AND 23, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

NOTE: BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, (NAD 83), ADJUSTMENT OF 1990, WEST ZONE OF THE EAST LINE OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15, AS BEING N-00°22'25"-W.

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, AND RUN THENCE ALONG THE EAST LINE OF "VILLAMAR PHASE 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 176, PAGES 50 TO 58 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, ALSO BEING THE EAST LINE OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE WEST LINE OF "CRESCENT VIEW," ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 142, PAGES 18 AND 19, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S-00°36'01"-E, 630.40 FEET TO THE SOUTHEAST CORNER OF TRACT B OF SAID "VILLAMAR PHASE 1", SAID POINT ALSO LIES ON THE NORTH LINE OF "SUNDANCE RANCH ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 77, PAGE 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTH LINE OF SAID "VILLAMAR PHASE 1", ALSO BEING THE NORTH LINE OF SAID "SUNDANCE RANCH ESTATES," THE FOLLOWING THREE COURSES: 1) S-89°22'55"-W, 604.89 FEET; THENCE 2) S-00°37'04"-E, 269.91 FEET; THENCE 3) S-89°55'02"-W, 685.14 FEET TO THE SOUTHWEST CORNER OF LOT 30 OF SAID "VILLAMAR PHASE 1", SAID POINT ALSO LIES ON THE EASTERLY RIGHT-OF-WAY OF CHERRY BLOSSOM LANE (60.00 FEET WIDE); THENCE ALONG THE WEST LINE OF SAID "VILLAMAR PHASE 1", ALSO BEING SAID EASTERLY RIGHT-OF-WAY, N-00°05'12"-W, 841.09 FEET TO THE NORTHEAST CORNER OF SAID CHERRY BLOSSOM LANE RIGHT-OF-WAY; THENCE ALONG THE NORTH LINE OF SAID RIGHT-OF-WAY, S-89°23'59"-W, 60.01 FEET TO THE NORTHWEST CORNER OF SAID CHERRY BLOSSOM LANE RIGHT-OF-WAY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT F OF "VILLAMAR PHASE 2", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 177, PAGES 9 TO 16 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 2", ALSO BEING THE WESTERLY RIGHT-OF-WAY OF SAID CHERRY BLOSSOM LANE, S-00°05'12"-E, 617.39 FEET TO THE SOUTHEAST CORNER OF TRACT G OF SAID "VILLAMAR PHASE 2", SAID POINT ALSO BEING THE NORTHEAST CORNER OF LOT 13 OF SAID "SUNDANCE RANCH ESTATES"; THENCE ALONG THE SOUTH LINE OF SAID "VILLAMAR PHASE 2," ALSO BEING THE NORTH LINE OF SAID "SUNDANCE RANCH ESTATES," AND THEN ALONG THE NORTH LINE OF "SUNDANCE RANCH ESTATES PHASE TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 80, PAGE 47, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S-89°54'40"-W, 1303.55 FEET TO THE NORTHEAST CORNER OF LOT 64 OF "VILLAMAR PHASE 3", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 186, PAGES 41 TO 47 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 15 OF SAID "SUNDANCE RANCH ESTATES PHASE TWO"; THENCE ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 3", ALSO BEING THE WEST LINE OF SAID LOT 15, S-30°18'12"-W, 131.90 FEET; THENCE CONTINUE ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 3", ALSO BEING THE WEST LINE OF SAID LOT 15, AND THEN THE WESTERLY LINE OF LOT 16 OF SAID "SUNDANCE RANCH ESTATES PHASE TWO", S-00°02'26"-E, 597.04 FEET TO THE SOUTHEAST CORNER OF TRACT H OF SAID "VILLAMAR PHASE 3", SAID POINT ALSO LIES ON THE NORTH LINE OF SAID "SUNDANCE RANCH ESTATES PHASE TWO", THENCE ALONG THE SOUTH LINE OF SAID "VILLAMAR PHASE 3", ALSO BEING THE NORTH LINE OF SAID "SUNDANCE RANCH ESTATES PHASE TWO", THE FOLLOWING TWO (2) COURSES: 1) S-

89°50'17"-W, 1447.86 FEET; THENCE 2) S-52°57'56"-W, 162.90 FEET TO THE MOST SOUTHERLY CORNER OF TRACT B OF SAID "VILLAMAR PHASE 3", SAID POINT ALSO LIES ON THE NORTHEASTERLY LINE OF THE CSX TRANSPORTATION RAILROAD RIGHT-OF-WAY, (100.00 FEET WIDE) ACCORDING TO THE MAP RECORDED IN MAP V5 FLA L-27-17, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WESTERLY LINE OF SAID "VILLAMAR PHASE 3" ALSO BEING SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY, N-37°02'21"-W, 1685.34 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG SAID WEST LINE, ALSO BEING THE WEST LINE OF SAID "VILLAMAR PHASE 3, N-00°36'31"-W, 140.09 FEET TO THE NORTHWEST CORNER OF SAID "VILLAMAR PHASE 3", ALSO BEING THE SOUTHWEST CORNER OF "VILLAMAR PHASE FOUR", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 190 PAGES 16 TO 21 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF SAID NORTHWEST ¼ OF THE NORTHEAST ¼, N-89°41'20"-W, 104.65 FEET TO A POINT ON SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY; THENCE ALONG SAID NORTHEASTERLY RAILROAD RIGHT-OF-WAY, ALSO BEING THE SOUTHWESTERLY LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 9855, PAGE 845, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THEN ALONG THE SOUTHWESTERLY LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1480, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-37°02'20"-W, 2079.03 FEET TO THE WEST LINE OF SAID LAND AS DESCRIBED IN OFFICIAL RECORDS OF POLK COUNTY, FLORIDA, N-37°02'20"-W, 2079.03 FEET TO THE WEST LINE OF SAID LAND AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6376, PAGE 1480; THENCE ALONG SAID WEST LINE N-00°41'26"-W, 1002.84 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE ALONG THE NORTH LINE OF SAID LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6376, PAGE 1480, S-89°30'27"-E, 1266.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5664, PAGE 367, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5664, PAGE 367, THE FOLLOWING THREE (3) COURSES: 1) N-00°26'46"-E, 535.71 FEET; THENCE 2) S-89°58'17"-W, 5.10 FEET; THENCE 3) N-00°10'40"-W, 1194.42 FEET TO THE NORTHWEST CORNER OF SAID LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5664, PAGE 367; THENCE ALONG THE NORTH LINE THEREOF, S-89°30'27"-E, 1412.77 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO LIES ON THE WEST LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 6376, PAGE 1480, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE, N-00°22'39"-W, 454.56 FEET TO THE NORTHWEST CORNER OF SAID LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 6376, PAGE 1480; THENCE ALONG THE NORTH LINE THEREOF, N-89°33'17"-E, 259.22 FEET TO THE NORTHEAST CORNER THEREOF; THENCE N-89°33'17"-E, 1266.31 FEET; THENCE N-43°52'13"-E, 579.06 FEET; THENCE ALONG THE NORTHWESTERLY PROJECTION OF THE SOUTHERLY LINE OF THE "TOWER PARCEL" AS DESCRIBED IN OFFICIAL RECORDS BOOK 12092, PAGE 2088, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S-46°12'15"-E, 197.00 FEET TO THE SOUTHWEST CORNER OF SAID "TOWER PARCEL"; THENCE ALONG THE SOUTHERLY LINE OF SAID "TOWER PARCEL", AND CONTINUING S-46°12'15"-E, 60.00 FEET TO THE SOUTHEAST CORNER OF SAID "TOWER PARCEL"; THENCE ALONG THE SOUTHEASTERLY PROJECTION OF SAID "TOWER PARCEL", AND CONTINUING S-46°12'15"-E, 70.71 FEET TO A POINT THAT LIES 490.35 FEET SOUTHWESTERLY OF THE SOUTHWESTERLY RIGHT-OF-WAY OF ELOISE LOOP ROAD (COUNTY ROAD 540-A, STATE ROAD 540-A); THENCE N-50°31'13"-E, 490.35 FEET TO SAID SOUTHWESTERLY RIGHT-OF-WAY; THENCE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY, S-38°52'08"-E, 188.19 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 14; THENCE ALONG SAID EAST LINE, AND THEN ALONG THE EAST LINE OF THE

NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 14, S-00°05'44"-E, 2530.38 FEET TO A POINT ON THE NORTH LINE OF "TERRANOVA PHASE III" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 23 TO 27 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH LINE, S-89°34'39"-W, 1324.55 FEET TO THE NORTHWEST CORNER OF SAID "TERRANOVA PHASE III", ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 14 ACCORDING TO THE RECORDED PLAT OF SAID "TERRANOVA PHASE III", THENCE ALONG THE WEST LINE OF SAID "TERRANOVA PHASE III", S-00°11'49"-E, 0.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 14; THENCE CONTINUE ALONG THE WEST LINE OF SAID "TERRANOVA PHASE III," THEN ALONG THE WEST LINE OF "TERRANOVA PHASE IV", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 6 AND 7, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, CONTINUING S-00°11'49"-E, 1329.50 FEET TO A POINT ON THE SOUTH LINE OF SAID "TERRANOVA PHASE IV"; THENCE ALONG THE SOUTH LINE OF SAID "TERRANOVA PHASE IV" N-89°28'44"-E, 0.47 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE EAST LINE THEREOF, S-00°35'58"-E, 364.00 FEET TO THE NORTHWEST CORNER OF TRACT A OF SAID "TERRANOVA PHASE FOUR", SAID POINT ALSO LIES ON THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23; THENCE ALONG THE NORTH LINE OF SAID "TERRANOVA PHASE FOUR", ALSO BEING THE SOUTH LINE OF THE NORTH 364.00 FEET OF THE NORTH ½ OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 23, N-89°28'44"-E, 1321.79 FEET TO THE NORTHEAST CORNER OF TRACT G OF SAID "TERRANOVA PHASE FOUR"; THENCE ALONG THE EAST LINE OF SAID TRACT G, S-00°36'29"-E, 189.95 FEET TO THE NORTHWEST CORNER OF LOT 27 OF SAID "TERRANOVA PHASE FOUR"; THENCE ALONG THE NORTH LINE THEREOF, ALSO BEING THE NORTH LINE OF THE SOUTH 109.00 FEET OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, N-89°43'49"-E, 1322.82 FEET TO THE NORTHEAST CORNER OF SAID LOT 27; THENCE ALONG THE EAST LINE OF SAID "TERRANOVA PHASE FOUR", S-00°36'26"-E, 109.00 FEET TO THE SOUTHEAST CORNER OF LOT 26 OF SAID "TERRANOVA PHASE FOUR", THENCE ALONG THE SOUTH LINE OF SAID LOT 26, ALSO BEING THE SOUTH LINE OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23, ALSO BEING THE NORTH LINE OF THE SOUTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 23, S-89°39'10"-W, 0.15 FOOT TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID "VILLAMAR PHASE 1"; THENCE ALONG SAID NORTHERLY PROJECTION, THEN ALONG THE EAST LINE OF SAID "VILLAMAR PHASE 1", S-00°36'30"-E, 623.11 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 40.00 FEET OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 23; THENCE ALONG SAID NORTH LINE, N-89°42'54"-E, 1242.88 FEET; THENCE DEPARTING SAID NORTH LINE, N-44°33'20"-E, 70.51 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF RATTLESNAKE ROAD (COUNTY ROAD 653, STATE ROAD 653), AS DESCRIBED IN DEED BOOK 1023, PAGES 461, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY, S-00°36'34"-E, 74.14 FEET TO THE MAINTAINED RIGHT-OF-WAY OF CUNNINGHAM ROAD, ACCORDING TO THE MAP THEREOF, AS RECORDED IN MAP BOOK 7, PAGE 349, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID MAINTAINED RIGHT-OF-WAY THE FOLLOWING THIRTEEN (13) COURSES: 1) S-88°34'10"-W, 92.81 FEET; THENCE 2) S-89°42'55"-W, 100.00 FEET; THENCE 3) S-89°42'55"-W, 100.00 FEET; THENCE 4) S-89°08'32"-W, 100.00 FEET; THENCE 5) N-89°42'43"-W, 100.00 FEET; THENCE 6) S-89°42'55"-W, 100.00 FEET; THENCE 7) S-87°25'28"-W, 100.08 FEET; THENCE 8) N-89°42'43"-W, 100.00 FEET; THENCE 9) N-89°08'21"-W, 100.02 FEET; THENCE 10) S-89°42'55"-W, 100.00 FEET; THENCE 11) N-89°42'43"-W, 100.00 FEET; THENCE 12) S-89°42'55"-W, 100.00 FEET; THENCE 13) S-89°42'55"-W, 100.08 FEET TO A POINT ON THE EAST LINE OF SAID "VILLAMAR PHASE 1", SAID POINT ALSO LIES ON THE EAST LINE OF THE NORTHWEST ¼ OF THE

NORTHEAST $\frac{1}{4}$ OF SAID SECTION 23; THENCE ALONG SAID WEST LINES, S-00°36'30"-E, 13.95 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 583.79 ACRES, MORE OR LESS.

SECTION VII

RESOLUTION 2023-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the VillaMar Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 1st day of August 2023.

ATTEST:

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Annual Meeting Schedule

Exhibit A: Fiscal Year 2023/2024 Annual Meeting Schedule

**BOARD OF SUPERVISORS MEETING DATES
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024**

The Board of Supervisors of the VillaMar Community Development District will hold their regular meetings for Fiscal Year 2023/2024 at the Holiday-Inn-Winter Haven, 200 Cypress Gardens Boulevard, Winter Haven, Florida 33880, on the 1st Thursday of every month, at 11:00 a.m., unless otherwise indicated as follows:

October 5, 2023
November 2, 2023
December 7, 2023
January 4, 2024
February 1, 2024
March 7, 2024
April 4, 2024
May 2, 2024
June 6, 2024
July 4, 2024
August 1, 2024
September 5, 2024

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

SECTION VIII

RESOLUTION 2023-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNER ELECTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, VillaMar Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District’s Board of Supervisors (“**Board**”) “shall exercise the powers granted to the district pursuant to [Chapter 190, *Florida Statutes*],” and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District in the month of November on a date established by the Board, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. **EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS.** The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Warren K (Rennie) Heath II	11/2023
2	Eric Lavoie	11/2023
3	Brian Walsh	11/2025
4	Milton Andrade	11/2023
5	Lauren Schwenk	11/2025

This year, Seat 1, currently held by Rennie Heath, Seat 2, currently held by Eric Lavoie, and Seat 4, currently held by Milton Andrade, are subject to election by landowners in November 2023. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

2. **LANDOWNER’S ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 2nd day of November 2023, at **11:00 a.m.**, and located at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880.

3. **PUBLICATION.** The District’s Secretary is hereby directed to publish notice of the landowners’ meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

4. **FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners’ meeting and election have been announced by the Board at its **August 1, 2023** meeting. A sample notice of

landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the office of the District Manager, Governmental Management Services – Central Florida LLC, located at 219 East Livingston Street, Orlando, Florida 32801.

5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

6. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 1ST DAY OF AUGUST 2023.

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

CHAIRPERSON / VICE CHAIRPERSON

SECRETARY / ASST. SECRETARY

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within VillaMar Community Development District (“**District**”) the location of which is generally described as comprising a parcel or parcels of land containing approximately 583.79 acres, generally located generally located north of Cunningham Road and west of Lake Cunningham (aka Crystal Lake) and south of Grassy Lake) in the City of Winter Haven, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District’s Board of Supervisors (“**Board**”, and individually, “**Supervisor**”). Immediately following the landowners’ meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: Thursday, November 2, 2023
HOUR: 11:00 a.m.
LOCATION: Holiday Inn—Winter Haven
200 Cypress Gardens Boulevard
Winter Haven, Florida 33880

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services – Central Florida LLC, 219 East Livingston Street, Orlando, Florida 32801 Ph: (407) 841-5524 (“**District Manager’s Office**”). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner’s proxy. At the landowners’ meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners’ meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager’s Office. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager’s Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager’s Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

District Manager
Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Thursday, November 2, 2023**

TIME: **11:00 A.M.**

LOCATION: **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880**

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District (“**District**”) has been established and the landowners have held their initial election, there shall be a subsequent landowners’ meeting for the purpose of electing members of the Board of Supervisors (“**Board**”) every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners’ meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners’ meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – [THURSDAY, NOVEMBER 2, 2023]**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the VillaMar Community Development District to be held at the **Holiday Inn-Winter Haven, 200 Cypress Gardens Boulevard, Winter Haven, Florida 33880, on Thursday, November 2, 2023, at 11:00 a.m.**, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the Proxy Holder’s exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2022), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
POLK COUNTY, FLORIDA
LANDOWNERS' MEETING – THURSDAY, NOVEMBER 2, 2023

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the VillaMar Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
1		
2		
4		

Date: _____

Signed: _____

Printed Name: _____

SECTION IX

SECTION A

REBATE REPORT

\$3,040,000

VillaMar Community Development District
(City of Winter Haven, Florida)
Special Assessment Bonds, Series 2022
(Phase 3 Project)

Dated: March 18, 2022
Delivered: March 18, 2022

Rebate Report to the Computation Date
March 18, 2025
Reflecting Activity To
April 30, 2023



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
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www.amteccorp.com

May 12, 2023

VillaMar Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$3,040,000 VillaMar Community Development District (City of Winter Haven, Florida),
Special Assessment Bonds, Series 2022, (Phase 3 Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the VillaMar Community Development District (the “District”)

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled the next Report as of April 30, 2024. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

David G. Mancuso, CPA, MBA
Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the March 18, 2025 Computation Date
Reflecting Activity from March 18, 2022 through April 30, 2023

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Account	0.000000%	0.00	0.00
Costs of Issuance Account	0.008572%	0.01	(5.10)
Reserve Account	2.400979%	2,337.88	(1,627.14)
Totals	2.398078%	\$2,337.89	\$(1,632.24)
Bond Yield	3.935120%		
Rebate Computation Credit			(2,118.87)
		Net Rebatable Arbitrage	\$(3,751.11)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from March 18, 2022, the date of the closing, to April 30, 2023, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of March 18, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between March 18, 2022 and April 30, 2023, the District made periodic payments into the Interest, Sinking and Prepayment Accounts (collectively, the "Debt Service Fund") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. In accordance with Page B-1 of the Arbitrage and Tax Certificate, Exhibit B (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is March 18, 2025.

DEFINITIONS

7. Computation Date

March 18, 2025.

8. Computation Period

The period beginning on March 18, 2022, the date of the closing, and ending on April 30, 2023.

9. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

10. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

11. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

12. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

13. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

14. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Accounts	Account Number
Revenue	255242000
Interest	255242001
Sinking	255242002
Reserve	255242003
Prepayment	255242004
Acquisition & Construction	255242005

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of April 30, 2023, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to March 18, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on March 18, 2025, is the Rebateable Arbitrage.

\$3,040,000
VillaMar Community Development District
(City of Winter Haven, Florida)
Special Assessment Bonds, Series 2022
(Phase 3 Project)
Delivered: March 18, 2022

Sources of Funds	
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Par Amount	<u>\$3,040,000.00</u>
Total	<u>\$3,040,000.00</u>

Uses of Funds	
----------------------	--

Acquisition & Construction Account	\$2,804,447.16
Costs of Issuance Account	87,552.84
Reserve Account	87,200.00
Underwriter's Discount	<u>60,800.00</u>
Total	<u>\$3,040,000.00</u>

PROOF OF ARBITRAGE YIELD
 \$3,040,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)

Date	Debt Service	Present Value to 03/18/2022 @ 3.9351199667%
11/01/2022	171,929.11	167,828.57
05/01/2023	56,496.88	54,085.26
11/01/2023	116,496.88	109,372.14
05/01/2024	55,559.38	51,154.97
11/01/2024	115,559.38	104,345.47
05/01/2025	54,621.88	48,369.66
11/01/2025	119,621.88	103,885.50
05/01/2026	53,606.25	45,655.99
11/01/2026	118,606.25	99,066.73
05/01/2027	52,590.63	43,079.10
11/01/2027	117,590.63	94,464.57
05/01/2028	51,575.00	40,632.49
11/01/2028	121,575.00	93,932.62
05/01/2029	50,350.00	38,151.32
11/01/2029	120,350.00	89,432.26
05/01/2030	49,125.00	35,800.46
11/01/2030	124,125.00	88,712.19
05/01/2031	47,812.50	33,512.24
11/01/2031	122,812.50	84,419.46
05/01/2032	46,500.00	31,346.64
11/01/2032	126,500.00	83,630.84
05/01/2033	45,100.00	29,240.88
11/01/2033	125,100.00	79,544.33
05/01/2034	43,500.00	27,125.59
11/01/2034	128,500.00	78,583.43
05/01/2035	41,800.00	25,069.29
11/01/2035	131,800.00	77,520.97
05/01/2036	40,000.00	23,072.88
11/01/2036	130,000.00	73,539.91
05/01/2037	38,200.00	21,192.45
11/01/2037	133,200.00	72,470.27
05/01/2038	36,300.00	19,368.69
11/01/2038	136,300.00	71,322.65
05/01/2039	34,300.00	17,602.07
11/01/2039	139,300.00	70,106.56
05/01/2040	32,200.00	15,892.84
11/01/2040	142,200.00	68,830.85
05/01/2041	30,000.00	14,241.07
11/01/2041	140,000.00	65,175.97
05/01/2042	27,800.00	12,692.36
11/01/2042	142,800.00	63,938.67
05/01/2043	25,500.00	11,197.31
11/01/2043	145,500.00	62,657.69
05/01/2044	23,100.00	9,755.76
11/01/2044	148,100.00	61,339.80
05/01/2045	20,600.00	8,367.44
11/01/2045	150,600.00	59,991.29
05/01/2046	18,000.00	7,031.92
11/01/2046	153,000.00	58,617.95
05/01/2047	15,300.00	5,748.69
11/01/2047	155,300.00	57,225.10
05/01/2048	12,500.00	4,517.14
11/01/2048	157,500.00	55,817.66
05/01/2049	9,600.00	3,336.57
11/01/2049	164,600.00	56,104.39

PROOF OF ARBITRAGE YIELD

\$3,040,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)

Date	Debt Service	Present Value to 03/18/2022 @ 3.9351199667%
05/01/2050	6,500.00	2,172.79
11/01/2050	166,500.00	54,582.98
05/01/2051	3,300.00	1,060.95
11/01/2051	168,300.00	53,064.37
	5,155,604.15	3,040,000.00

Proceeds Summary

Delivery date	03/18/2022
Par Value	3,040,000.00
Target for yield calculation	3,040,000.00

BOND DEBT SERVICE

\$3,040,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/18/2022					
11/01/2022					
05/01/2023	100,000	3.125%	71,929.11	171,929.11	171,929.11
11/01/2023			56,496.88	56,496.88	
05/01/2024	60,000	3.125%	56,496.88	116,496.88	172,993.76
11/01/2024			55,559.38	55,559.38	
05/01/2025	60,000	3.125%	55,559.38	115,559.38	171,118.76
11/01/2025			54,621.88	54,621.88	
05/01/2026	65,000	3.125%	54,621.88	119,621.88	174,243.76
11/01/2026			53,606.25	53,606.25	
05/01/2027	65,000	3.125%	53,606.25	118,606.25	172,212.50
11/01/2027			52,590.63	52,590.63	
05/01/2028	65,000	3.125%	52,590.63	117,590.63	170,181.26
11/01/2028			51,575.00	51,575.00	
05/01/2029	70,000	3.500%	51,575.00	121,575.00	173,150.00
11/01/2029			50,350.00	50,350.00	
05/01/2030	70,000	3.500%	50,350.00	120,350.00	170,700.00
11/01/2030			49,125.00	49,125.00	
05/01/2031	75,000	3.500%	49,125.00	124,125.00	173,250.00
11/01/2031			47,812.50	47,812.50	
05/01/2032	75,000	3.500%	47,812.50	122,812.50	170,625.00
11/01/2032			46,500.00	46,500.00	
05/01/2033	80,000	3.500%	46,500.00	126,500.00	173,000.00
11/01/2033			45,100.00	45,100.00	
05/01/2034	80,000	4.000%	45,100.00	125,100.00	170,200.00
11/01/2034			43,500.00	43,500.00	
05/01/2035	85,000	4.000%	43,500.00	128,500.00	172,000.00
11/01/2035			41,800.00	41,800.00	
05/01/2036	90,000	4.000%	41,800.00	131,800.00	173,600.00
11/01/2036			40,000.00	40,000.00	
05/01/2037	90,000	4.000%	40,000.00	130,000.00	170,000.00
11/01/2037			38,200.00	38,200.00	
05/01/2038	95,000	4.000%	38,200.00	133,200.00	171,400.00
11/01/2038			36,300.00	36,300.00	
05/01/2039	100,000	4.000%	36,300.00	136,300.00	172,600.00
11/01/2039			34,300.00	34,300.00	
05/01/2040	105,000	4.000%	34,300.00	139,300.00	173,600.00
11/01/2040			32,200.00	32,200.00	
05/01/2041	110,000	4.000%	32,200.00	142,200.00	174,400.00
11/01/2041			30,000.00	30,000.00	
05/01/2042	110,000	4.000%	30,000.00	140,000.00	170,000.00
11/01/2042			27,800.00	27,800.00	
05/01/2043	115,000	4.000%	27,800.00	142,800.00	170,600.00
11/01/2043			25,500.00	25,500.00	
05/01/2044	120,000	4.000%	25,500.00	145,500.00	171,000.00
11/01/2044			23,100.00	23,100.00	
05/01/2045	125,000	4.000%	23,100.00	148,100.00	171,200.00
11/01/2045			20,600.00	20,600.00	
05/01/2046	130,000	4.000%	20,600.00	150,600.00	171,200.00
11/01/2046			18,000.00	18,000.00	
05/01/2047	135,000	4.000%	18,000.00	153,000.00	171,000.00
11/01/2047			15,300.00	15,300.00	
05/01/2048	140,000	4.000%	15,300.00	155,300.00	170,600.00
11/01/2048			12,500.00	12,500.00	
05/01/2049	145,000	4.000%	12,500.00	157,500.00	170,000.00
11/01/2049			9,600.00	9,600.00	
05/01/2049	155,000	4.000%	9,600.00	164,600.00	174,200.00

BOND DEBT SERVICE

\$3,040,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2050			6,500.00	6,500.00	
11/01/2050	160,000	4.000%	6,500.00	166,500.00	173,000.00
05/01/2051			3,300.00	3,300.00	
11/01/2051	165,000	4.000%	3,300.00	168,300.00	171,600.00
	3,040,000		2,115,604.15	5,155,604.15	5,155,604.15

\$3,040,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)
 Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.935120%)
03/18/22	Beg Bal	-2,804,447.16	-3,152,241.08
03/18/22		2,804,447.16	3,152,241.08

03/18/25	TOTALS:	0.00	0.00

ISSUE DATE:	03/18/22	REBATABLE ARBITRAGE:	0.00
COMP DATE:	03/18/25	NET INCOME:	0.00
BOND YIELD:	3.935120%	TAX INV YIELD:	0.000000%

\$3,040,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)
 Costs of Issuance Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.935120%)
03/18/22	Beg Bal	-87,552.84	-98,410.72
03/18/22	from P4 COI	-6,148.26	-6,910.74
03/18/22		30,254.94	34,007.01
03/18/22		12,433.54	13,975.49
03/18/22		2,486.71	2,795.10
03/18/22		725.29	815.24
03/18/22		18,650.31	20,963.23
03/18/22		18,650.31	20,963.23
03/22/22		10,500.00	11,797.05
05/12/22		0.01	0.01

03/18/25	TOTALS:	0.01	-5.10

ISSUE DATE:	03/18/22	REBATABLE ARBITRAGE:	-5.10
COMP DATE:	03/18/25	NET INCOME:	0.01
BOND YIELD:	3.935120%	TAX INV YIELD:	0.008572%

\$3,040,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)
 Reserve Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.935120%)
03/18/22	Beg Bal	-87,200.00	-98,014.12
04/04/22		0.20	0.22
05/03/22		0.43	0.48
06/02/22		21.98	24.51
07/05/22		50.20	55.78
08/02/22		87.64	97.09
09/02/22		132.01	145.77
10/04/22		150.80	165.94
11/02/22		197.52	216.70
12/02/22		240.71	263.22
01/04/23		271.95	296.36
02/02/23		289.56	314.59
03/02/23		277.54	300.56
04/04/23		313.73	338.57
04/30/23	MMkt Bal	87,200.00	93,840.46
04/30/23	MMkt Acc	303.61	326.73

03/18/25	TOTALS:	2,337.88	-1,627.14

ISSUE DATE:	03/18/22	REBATABLE ARBITRAGE:	-1,627.14
COMP DATE:	03/18/25	NET INCOME:	2,337.88
BOND YIELD:	3.935120%	TAX INV YIELD:	2.400979%

\$3,040,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 3 Project)
 Rebate Computation Credit

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (3.935120%)
03/18/23		-1,960.00	-2,118.87

03/18/25	TOTALS:	-1,960.00	-2,118.87

ISSUE DATE: 03/18/22 REBATABLE ARBITRAGE: -2,118.87
 COMP DATE: 03/18/25
 BOND YIELD: 3.935120%

SECTION B

REBATE REPORT

\$4,295,000

VillaMar Community Development District

(City of Winter Haven, Florida)

Special Assessment Bonds, Series 2022

(Phase 4 Project)

Dated: March 18, 2022
Delivered: March 18, 2022

Rebate Report to the Computation Date
March 18, 2025
Reflecting Activity To
April 30, 2023



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

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May 12, 2023

VillaMar Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$4,295,000 VillaMar Community Development District (City of Winter Haven, Florida), Special Assessment Bonds, Series 2022, (Phase 4 Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the VillaMar Community Development District (the “District”)

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled the next Report as of April 30, 2024. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

David G. Mancuso, CPA, MBA
Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the March 18, 2025 Computation Date
Reflecting Activity from March 18, 2022 through April 30, 2023

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Acquisition & Construction Account	0.496012%	2,401.21	(18,996.01)
Interest Account	1.187191%	770.41	(2,036.32)
Reserve Account	2.042544%	4,688.88	(5,004.80)
Totals	1.008606%	\$7,860.50	\$(26,037.13)
Bond Yield	4.033711%		
Rebate Computation Credit			(2,122.97)
		Net Rebatable Arbitrage	\$(28,160.10)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from March 18, 2022, the date of the closing, to April 30, 2023, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of March 18, 2025.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between March 18, 2022 and April 30, 2023, the District made periodic payments into the Interest, Sinking and Prepayment Accounts (collectively, the "Debt Service Fund") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

6. In accordance with Page B-1 of the Arbitrage and Tax Certificate, Exhibit B (Arbitrage Rebate Covenants) the first (initial) Computation Date must be within 60 days of the end of the third Bond Year. After the first required payment date (Computation Date) the District must consistently treat either the last day of each Bond Year or the last day of each fifth Bond Year as the (subsequent) Computation Date(s). Therefore, for purposes of the arbitrage calculation, the first Computation Date is March 18, 2025.

DEFINITIONS

7. Computation Date

March 18, 2025.

8. Computation Period

The period beginning on March 18, 2022, the date of the closing, and ending on April 30, 2023.

9. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

10. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

11. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

12. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

13. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

14. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Accounts	Account Number
Revenue	232646000
Interest	232646001
Sinking	232646002
Reserve	232646003
Prepayment	232646004
Acquisition & Construction	232646005

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of April 30, 2023, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to March 18, 2025. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on March 18, 2025, is the Rebateable Arbitrage.

\$4,295,000
VillaMar Community Development District
(City of Winter Haven, Florida)
Special Assessment Bonds, Series 2022
(Phase 4 Project)
Delivered: March 18, 2022

Sources of Funds	
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Par Amount	\$4,295,000.00
Total	\$4,295,000.00

Uses of Funds	
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Acquisition & Construction Account	\$3,730,736.87
Interest Account (Capitalized Interest)	104,840.97
Costs of Issuance	123,697.16
Reserve Account	249,825.00
Underwriter's Discount	85,900.00
Total	\$4,295,000.00

PROOF OF ARBITRAGE YIELD

\$4,295,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)

Date	Debt Service	Present Value to 03/18/2022 @ 4.0337110846%
11/01/2022	104,840.97	102,279.23
05/01/2023	164,625.00	157,427.39
11/01/2023	83,325.00	78,106.63
05/01/2024	163,325.00	150,069.80
11/01/2024	82,025.00	73,877.97
05/01/2025	167,025.00	147,461.37
11/01/2025	80,643.75	69,790.38
05/01/2026	170,643.75	144,758.24
11/01/2026	79,181.25	65,842.05
05/01/2027	169,181.25	137,899.05
11/01/2027	77,718.75	62,095.90
05/01/2028	172,718.75	135,270.99
11/01/2028	75,996.88	58,343.03
05/01/2029	170,996.88	128,679.54
11/01/2029	74,275.00	54,788.83
05/01/2030	174,275.00	126,012.18
11/01/2030	72,462.50	51,359.27
05/01/2031	177,462.50	123,293.50
11/01/2031	70,559.38	48,052.55
05/01/2032	180,559.38	120,534.05
11/01/2032	68,565.63	44,866.71
05/01/2033	178,565.63	114,536.45
11/01/2033	66,365.63	41,727.00
05/01/2034	181,365.63	111,778.16
11/01/2034	64,065.63	38,703.94
05/01/2035	184,065.63	109,001.08
11/01/2035	61,665.63	35,795.58
05/01/2036	186,665.63	106,213.23
11/01/2036	59,165.63	32,999.84
05/01/2037	189,165.63	103,421.92
11/01/2037	56,565.63	30,314.55
05/01/2038	191,565.63	100,633.85
11/01/2038	53,865.63	27,737.44
05/01/2039	193,865.63	97,855.10
11/01/2039	51,065.63	25,266.17
05/01/2040	201,065.63	97,516.17
11/01/2040	48,065.63	22,850.80
05/01/2041	203,065.63	94,630.54
11/01/2041	44,965.63	20,540.15
05/01/2042	204,965.63	91,776.63
11/01/2042	41,765.63	18,331.51
05/01/2043	206,765.63	88,958.11
11/01/2043	38,362.50	16,178.65
05/01/2044	213,362.50	88,202.60
11/01/2044	34,753.13	14,082.68
05/01/2045	214,753.13	85,301.95
11/01/2045	31,040.63	12,085.87
05/01/2046	221,040.63	84,362.16
11/01/2046	27,121.88	10,146.67
05/01/2047	222,121.88	81,456.00
11/01/2047	23,100.00	8,303.70
05/01/2048	228,100.00	80,373.55
11/01/2048	18,871.88	6,518.25
05/01/2049	233,871.88	79,181.18
11/01/2049	14,437.50	4,791.42
05/01/2050	239,437.50	77,891.90

PROOF OF ARBITRAGE YIELD

\$4,295,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)

Date	Debt Service	Present Value to 03/18/2022 @ 4.0337110846%
11/01/2050	9,796.88	3,124.04
05/01/2051	244,796.88	76,517.74
11/01/2051	4,950.00	1,516.66
05/01/2052	244,950.00	73,568.15
	7,513,953.65	4,295,000.00

Proceeds Summary

Delivery date	03/18/2022
Par Value	4,295,000.00
Target for yield calculation	4,295,000.00

BOND DEBT SERVICE

\$4,295,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/18/2022					
11/01/2022			104,840.97	104,840.97	
05/01/2023	80,000	3.250%	84,625.00	164,625.00	269,465.97
11/01/2023			83,325.00	83,325.00	
05/01/2024	80,000	3.250%	83,325.00	163,325.00	246,650.00
11/01/2024			82,025.00	82,025.00	
05/01/2025	85,000	3.250%	82,025.00	167,025.00	249,050.00
11/01/2025			80,643.75	80,643.75	
05/01/2026	90,000	3.250%	80,643.75	170,643.75	251,287.50
11/01/2026			79,181.25	79,181.25	
05/01/2027	90,000	3.250%	79,181.25	169,181.25	248,362.50
11/01/2027			77,718.75	77,718.75	
05/01/2028	95,000	3.625%	77,718.75	172,718.75	250,437.50
11/01/2028			75,996.88	75,996.88	
05/01/2029	95,000	3.625%	75,996.88	170,996.88	246,993.76
11/01/2029			74,275.00	74,275.00	
05/01/2030	100,000	3.625%	74,275.00	174,275.00	248,550.00
11/01/2030			72,462.50	72,462.50	
05/01/2031	105,000	3.625%	72,462.50	177,462.50	249,925.00
11/01/2031			70,559.38	70,559.38	
05/01/2032	110,000	3.625%	70,559.38	180,559.38	251,118.76
11/01/2032			68,565.63	68,565.63	
05/01/2033	110,000	4.000%	68,565.63	178,565.63	247,131.26
11/01/2033			66,365.63	66,365.63	
05/01/2034	115,000	4.000%	66,365.63	181,365.63	247,731.26
11/01/2034			64,065.63	64,065.63	
05/01/2035	120,000	4.000%	64,065.63	184,065.63	248,131.26
11/01/2035			61,665.63	61,665.63	
05/01/2036	125,000	4.000%	61,665.63	186,665.63	248,331.26
11/01/2036			59,165.63	59,165.63	
05/01/2037	130,000	4.000%	59,165.63	189,165.63	248,331.26
11/01/2037			56,565.63	56,565.63	
05/01/2038	135,000	4.000%	56,565.63	191,565.63	248,131.26
11/01/2038			53,865.63	53,865.63	
05/01/2039	140,000	4.000%	53,865.63	193,865.63	247,731.26
11/01/2039			51,065.63	51,065.63	
05/01/2040	150,000	4.000%	51,065.63	201,065.63	252,131.26
11/01/2040			48,065.63	48,065.63	
05/01/2041	155,000	4.000%	48,065.63	203,065.63	251,131.26
11/01/2041			44,965.63	44,965.63	
05/01/2042	160,000	4.000%	44,965.63	204,965.63	249,931.26
11/01/2042			41,765.63	41,765.63	
05/01/2043	165,000	4.125%	41,765.63	206,765.63	248,531.26
11/01/2043			38,362.50	38,362.50	
05/01/2044	175,000	4.125%	38,362.50	213,362.50	251,725.00
11/01/2044			34,753.13	34,753.13	
05/01/2045	180,000	4.125%	34,753.13	214,753.13	249,506.26
11/01/2045			31,040.63	31,040.63	
05/01/2046	190,000	4.125%	31,040.63	221,040.63	252,081.26
11/01/2046			27,121.88	27,121.88	
05/01/2047	195,000	4.125%	27,121.88	222,121.88	249,243.76
11/01/2047			23,100.00	23,100.00	
05/01/2048	205,000	4.125%	23,100.00	228,100.00	251,200.00
11/01/2048			18,871.88	18,871.88	
05/01/2049	215,000	4.125%	18,871.88	233,871.88	252,743.76
11/01/2049			14,437.50	14,437.50	
05/01/2050	225,000	4.125%	14,437.50	239,437.50	253,875.00

BOND DEBT SERVICE

\$4,295,000
 Villamar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2050			9,796.88	9,796.88	
05/01/2051	235,000	4.125%	9,796.88	244,796.88	254,593.76
11/01/2051			4,950.00	4,950.00	
05/01/2052	240,000	4.125%	4,950.00	244,950.00	249,900.00
	4,295,000		3,218,953.65	7,513,953.65	7,513,953.65

\$4,295,000
VillaMar Community Development District
(City of Winter Haven, Florida)
Special Assessment Bonds, Series 2022
(Phase 4 Project)
Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.033711%)
03/18/22	Beg Bal	-3,730,736.87	-4,205,583.09
03/23/22		122,888.63	138,453.01
04/12/22		190.00	213.61
04/12/22		1,400.00	1,574.00
04/12/22		3,750.00	4,216.06
04/14/22		2,500.00	2,810.08
04/14/22		1,159,069.72	1,302,832.39
04/14/22		45,900.00	51,593.11
04/29/22		1,135,772.75	1,274,523.27
04/29/22		3,750.00	4,208.11
05/09/22		161,217.46	180,711.85
05/18/22		217,076.00	243,081.98
05/18/22		37,312.75	41,782.86
05/18/22		179,101.95	200,558.59
05/18/22		140,204.00	157,000.62
05/18/22		146,548.73	164,105.45
05/18/22		136,276.65	152,602.77
05/18/22		234,010.60	262,045.37
06/03/22		3,750.00	4,192.27
06/03/22		40.00	44.72
11/21/22	from Series 2020	-286,362.01	-314,224.39
11/23/22		49,400.00	54,194.48
11/23/22		7,500.00	8,227.91
11/23/22		24,730.00	27,130.15
12/07/22	from Reserve	-124,912.50	-136,823.14
12/09/22		829.75	908.67
12/09/22		34,070.00	37,310.36
12/09/22		7,500.00	8,213.32
12/09/22		75.00	82.13
12/09/22		550.00	602.31
12/12/22		12,298.78	13,464.02
12/30/22		3,750.00	4,097.10
01/19/23		3,750.00	4,088.48
01/23/23		3,750.00	4,086.66
01/26/23		197,934.12	215,632.20
02/02/23		12,000.00	13,064.27
02/02/23		12,612.50	13,731.09
03/16/23		-3,750.00	-4,062.71
03/22/23		3,650.00	3,951.74

\$4,295,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)
 Acquisition & Construction Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.033711%)
04/30/23	MMkt Bal	42,852.30	46,199.62
04/30/23	MMkt Acc	150.90	162.69

03/18/25	TOTALS:	2,401.21	-18,996.01

ISSUE DATE:	03/18/22	REBATABLE ARBITRAGE:	-18,996.01
COMP DATE:	03/18/25	NET INCOME:	2,401.21
BOND YIELD:	4.033711%	TAX INV YIELD:	0.496012%

\$4,295,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)
 Interest Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.033711%)
03/18/22	Beg Bal	-104,840.97	-118,185.07
04/04/22		0.24	0.27
05/03/22		0.52	0.58
06/02/22		26.43	29.55
07/05/22		60.35	67.23
08/02/22		105.36	117.02
09/02/22		158.72	175.70
10/04/22		181.31	199.99
11/01/22		104,840.97	115,297.28
11/02/22		237.48	261.14

03/18/25	TOTALS:	770.41	-2,036.32

ISSUE DATE: 03/18/22 REBATABL ARBITRAGE: -2,036.32
 COMP DATE: 03/18/25 NET INCOME: 770.41
 BOND YIELD: 4.033711% TAX INV YIELD: 1.187191%

\$4,295,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)
 Reserve Account

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.033711%)
03/18/22	Beg Bal	-249,825.00	-281,622.59
04/04/22		0.57	0.64
05/03/22		1.23	1.38
06/02/22		62.98	70.42
07/05/22		143.81	160.20
08/02/22		251.07	278.85
09/02/22		378.21	418.66
10/04/22		432.05	476.57
11/02/22		565.88	622.25
12/02/22		689.63	755.81
12/07/22	to ACF	124,912.50	136,823.14
03/10/23		1,276.63	1,384.01
04/30/23	MMkt Bal	125,363.18	135,155.67
04/30/23	MMkt Acc	436.14	470.21

03/18/25	TOTALS:	4,688.88	-5,004.80

ISSUE DATE:	03/18/22	REBATABLE ARBITRAGE:	-5,004.80
COMP DATE:	03/18/25	NET INCOME:	4,688.88
BOND YIELD:	4.033711%	TAX INV YIELD:	2.042544%

\$4,295,000
 VillaMar Community Development District
 (City of Winter Haven, Florida)
 Special Assessment Bonds, Series 2022
 (Phase 4 Project)
 Rebate Computation Credit

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.033711%)
03/18/23		-1,960.00	-2,122.97

03/18/25	TOTALS:	-1,960.00	-2,122.97

ISSUE DATE: 03/18/22 REBATABLE ARBITRAGE: -2,122.97
 COMP DATE: 03/18/25
 BOND YIELD: 4.033711%

SECTION X

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

VILLAMAR CDD – PHASE 6 AND PHASE 6C IMPROVEMENTS

This Agreement is by and between VillaMar Community Development District ("Owner") and Tucker Paving, Inc. ("Contractor").

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

Owner and Contractor hereby agree as follows:

WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to construct Phase 6 and Phase 6C of VillaMar Community Development District (together, the "Project"). The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Master project construction site work for Project Improvements, including earthwork, paving, storm sewer, sanitary sewer, water and fire distribution, and reclaimed water. Per plans dated 10/5/22

ENGINEER

- 3.01 The Owner has retained Wood & Associates Engineering, LLC, located at 1925 Bartow Road, Suite 100, Lakeland, FL 33801 ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Engineer.

CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

4.02 ~~Contract Times: Dates~~

- A. ~~The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 *Contract Times: Days*

OK

TBD as mentioned above in 4.01

- A. The Work will be substantially complete within ~~Two Hundred Forty Two (242)~~ days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within ~~Two Hundred Seventy Two (272)~~ days after the date when the Contract Times commence to run.

ALL CALENDAR DAY DURATIONS STATED ABOVE SHALL BE INCLUSIVE OF TIME NECESSARY FOR SHOP DRAWING PREPARATION, REVIEW AND APPROVAL, AND PROCUREMENT, FABRICATION, AND DELIVERY OF ALL MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT.

4.04 *Milestones*

- A. ~~Parts of the Work must be substantially completed on or before the following Milestone(s):~~

- ~~1. Milestone 1 [event & date/days]~~
- ~~2. Milestone 2 [event & date/days]~~
- ~~3. Milestone 3 [event & date/days]~~

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 3. ~~Milestones: Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain ~~Milestones~~, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. ~~If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is~~

precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

- C. ~~Bonus: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

4.06 ~~Special Damages~~

- A. ~~Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- B. ~~After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- C. ~~The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

CONTRACT PRICE

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

- A. For all Work other than Unit Price Work, a lump sum of Ten Million, Two Hundred Ninety-Six Thousand, Seven Hundred Fourteen Dollars and One Cent (\$10,296,714.01).

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

~~B. EXCEPT AS SPECIFICALLY PROVIDED HEREIN OR IN ANY ADDENDA, THE LUMP SUM BID PRICE IN SECTION A ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACT PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED FROM AND NOT BE PART OF THIS CONTRACT.~~

- B. ~~For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

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Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~

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D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders. The Lump Sum Bid Price and Unit Pricing provided for tools, materials, supplies, equipment, fuel or labor shall not be subject to any cost adjustment for any reason.

PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions,

Retainage to be reduced to 2.5% upon 50% completion

subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.

~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~

~~a. [number] percent of the value of the Work completed (with the balance being retainage).~~

~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~b. [number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 Final Payment

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by Polk County and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

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

6.05 Interest

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.74, Florida Statutes. All amounts not paid when due will bear interest at the rate of [number] percent per annum.

CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
1. This Agreement as modified herein.
 2. Bonds:

- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - c. Bid bond (together with power of attorney)
3. General Conditions as modified therein.
 4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
 5. Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).
 - ~~6. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].~~
 7. Drawings listed on the attached sheet index.
 8. Contract Addenda (Amendment No. 1).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Exhibit A), as amended by the Final Schedule of Values, excluding any reference or notations regarding a changes or adjustment to Contractor's Lump Sum Bid Price or Unit Pricing for tools, materials, supplies, equipment, fuel or labor.
 - b. Geotech Reports
 - i. Soil Profile and Pavement Recommendations VillaMar Phase 6, dated March 28, 2022, by Imperial Testing and Engineering, Inc.
 - c. Bid Addendum(s), if any (Addendum No. 1 through No. 5)
 - d. Final Schedule of Values
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. ~~Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment, fuel, and labor at the stated Unit Pricing necessary to complete the services required of Contractor under this Contract, and Contractor has sufficient experience and competence to perform the Work under the Contract.~~
~~Contractor acknowledges and agrees that there shall be no adjustments in the Unit Pricing or the Lump Sum Bid Price as a result of any increase in cost to Contractor for tools, materials, supplies, equipment, fuel or labor, except as set forth in Amendment No. 1 to this Agreement.~~
14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

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owner



8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

MISCELLANEOUS

1.01 Terms

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

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Public Records

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

- 1) keep and maintain public records required by the District to perform the service;
- 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, TELEPHONE: (407) 841-5524, FAX: (407) 839-1526, OR EMAIL: JBURNS@GMSCFL.COM.

9.05 Assignment of Warranties

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

9.06 Construction Defects

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

9.07 Restriction on Removal of Fill Dirt from Work Site

- A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 Public Entity Crimes

- A. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.09 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

9.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

9.11 E-Verify.

The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 Direct Purchase of Materials

- A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.
- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original

contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.
- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 14, 2023 (which is the Effective Date of the Contract).

Owner: VillaMar

Community Development District
(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: 3/14/23
(date signed)

Name: Warren K. (Rennie) Heath, II
(typed or printed)

Title: Chairman
(typed or printed)

Attest: [Signature]
(individual's signature)

Title: Eric Lawoit Project Manager
(typed or printed)

Address for giving notices:
c/o Governmental Management Services, LLC
219 E. Livingston Street
Orlando, Florida, 32801

Designated Representative:
Name: Jill Burns
(typed or printed)

Title: District Manager
(typed or printed)

Address:
c/o Governmental Management Services, LLC
219 E. Livingston Street
Orlando, Florida, 32801

Phone: 407-841-5524

Email: jburns@gmscfl.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor: Tucker Paving, Inc.

(typed or printed name of organization)

By: [Signature]
(individual's signature)

Date: 3-14-23
(date signed)

Name: Patrick Bruestel
(typed or printed)

Title: VP
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]
(individual's signature)

Title: CM
(typed or printed)

Address for giving notices:
Tucker Paving, Inc.
5658 Lucerne Park Road
Winter Haven, Florida 33881

Designated Representative:
Name: Patrick Bruestel
(typed or printed)

Title: VP
(typed or printed)

Address:

Phone: (863) 299-2262

Email: Patrick@tuckerpaving.com

License No.:
(where applicable)

State:

Bond Number Assigned by Surety:

[Bond Number]

PERFORMANCE BOND

<p>Contractor Name: Tucker Paving, Inc. <i>Address (principal place of business):</i> 5658 Lucerne Park Road Winter haven, Florida 33881 Telephone Number: (863) 299-2262</p>	<p>Surety Name: <i>Address (principal place of business):</i> Telephone Number: [Telephone Number]</p>
<p>Owner Name: VillaMar Community Development District <i>Mailing address (principal place of business):</i> 219 East Livingston Street Orlando, Florida 32801 Telephone Number: (407) 841-5524</p>	<p>Contract <i>Description (name and location):</i> VillaMar Community Development District, Phase 6 Polk County, Florida Contract Price: \$10,296,714.01 Effective Date of Contract: [Date from Contract]</p>
<p>Bond Bond Amount: \$ Price) Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: None See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Contractor as Principal</p>	<p>Surety</p>
<p><i>(Full formal name of Contractor)</i></p>	<p><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Signature)(Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

EJCDC® C-610, Performance Bond.

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Bond Number Assigned by Surety:**[Bond Number]**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety:

[Bond Number]

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety:

[Bond Number]

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:

[Bond Number]

PAYMENT BOND

Contractor Name: Tucker Paving, Inc. Address (principal place of business): 5658 Lucerne Park Road Winter haven, Florida 33881 Telephone Number: (863) 299-2262	Surety Name: Address (principal place of business): Telephone Number: [Telephone Number]
Owner Name: VillaMar Community Development District Mailing address (principal place of business): 219 East Livingston Street Orlando, Florida 32801 Telephone Number: (407) 841-5524	Contract Description (name and location): VillaMar Community Development District, Phase 6, Polk County, Florida Contract Price: \$10,296,714.01 Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: \$ Price) Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: None See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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[Bond Number]

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
21. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 21.1. Claimants who do not have a direct contract with the Contractor
 - 121..1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 121..2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 23.2. Pay or arrange for payment of any undisputed amounts.
 - 23.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

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shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

24. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

32. Definitions

32.1. *Claim*—A written statement by the Claimant including at a minimum:

132..1. The name of the Claimant;

132..2. The name of the person for whom the labor was done, or materials or equipment furnished;

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- 132..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 132..4. A brief description of the labor, materials, or equipment furnished;
 - 132..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 132..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 132..7. The total amount of previous payments received by the Claimant; and
 - 132..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
34. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

7.01 A. 3. Standard General Conditions

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT PHASE 6 IMPROVEMENTS

1.02 ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not

"This is for final completion"
need to re write Paragraph to
have final completion

See page 67 of 76
Section 15.03 for
Substantial
Completion

approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

- 42. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. ~~Notwithstanding anything to the contrary herein, "Substantial Completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.~~
- 43. **Successful Bidder**—The Bidder to which the Owner makes an award of contract.
- 44. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.
- 45. **Supplier**—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
- 46. **Technical Data**
 - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data are shown or indicated on the Site under Paragraphs 5.03, 5.04, and 5.06, or recorded measurements of subsurface water level, subsurface facilities, laboratory test results, and regarding conditions at the Site that are set forth or other Site or facilities conditions report prepared and available to Contractor.
 - c. Information and data regarding the presence or absence of Underground Facilities are not intended to be categorized, identified, or indicated, instead Underground Facilities are shown or indicated on the Site.

Final completion

"Substantial Completion"
↳ that should say final
does not match Section 15.03
→ we don't have a term for Final Completion!

"This is for final completion"
need to re write Paragraph to
have final completion

See page 67 of 76
Section 15.03 for
Substantial
Completion

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42. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. ~~Notwithstanding anything to the contrary herein, ("Substantial Completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.~~

Final Completion

43. **Successful Bidder**—The Bidder to which the Owner makes an award of contract.
44. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.
45. **Supplier**—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. **Technical Data**
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the ~~Bidding Requirements~~ or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

1.03 ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). **Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommending the Work after a default or abandonment.**
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor ~~one~~ ~~four~~ printed copy ~~copies~~ of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

1.04 ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly

report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings,

Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

1.05 ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date. Notwithstanding the foregoing, should any Work be performed at the Site prior to such date, such Work shall be deemed to have been performed pursuant to this Contract.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

OK
But need to say once Revised Schedule is accepted. No Adjustment After.

Contract schedule to be adjusted to reflect actual material release date by owner and reflect current market lead times.

- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to~~ only the following:
 1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the Project area, including heavy rain shall not be deemed as causing any delays for the Project.

Need to leave

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or

No. 115-10
↓
Contractor needs
to follow section
regarding claims to
owner.

Where the delivery of materials is delayed through no fault of the contractor, as a result of shortages or the unavailability of the material, contractor shall not be liable for any additional cost or damages associated with such delays. Contractor shall receive an equitable adjustment to the contract time. In no event shall such procurement delays trigger liquidated damages.

2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or ~~neglect by utility owners or other contractors performing other work;~~

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

1.06 ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) ~~Owner and Engineer, and the officers, directors, members,~~

~~partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.~~

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~ and
 - 3. Technical Data contained in such reports and drawings, if any.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *No Reliance by Contractor on Technical Data:* Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties~~

and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseeable and foreseen risks, hazards, and difficulties in connection therewith.

- D. *Limitations of Other Data and Documents:* ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site

condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 - 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 - 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision;
 3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to

Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records,

or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and
3. Technical Data contained in such reports and drawings.

B. *No Reliance by Contractor on Technical Data Authorized*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.

- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless ~~Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

1.07 ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained

and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, recognizing ultimate assignment of this Contract is anticipated to occur to VillaMar Community Development District, as a unit of government, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 - 4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- ~~C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. ~~Owner and Contractor waives all rights against each other and the respective Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.~~
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~
1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy.

Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

1.08 ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any

other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For

the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) 3) has a proven record of performance and availability of responsive service; and
 - 4) 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 5) 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 6) 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 7) 1) perform adequately the functions and achieve the results called for by the general design;
 - 8) 2) be similar in substance to the item specified; and
 - 9) 3) be suited to the same use as the item specified.
 - b. will state:
 - 10) 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 11) 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 12) 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 13) 1) all variations of the proposed substitute item from the item specified; and
 - 14) 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- ~~B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

- A. ~~Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.~~
- B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to Polk County, the Polk County Utility Authority, and/or other governmental entities for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, ~~improvement bonds~~, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold

~~harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an

emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 15) 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 16) 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 17) 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall be required to submit all Shop Drawings by the following Milestone dates:
 - (1) For all X, by Y.
 - (2) for all Y, by Z.
- b. Contractor shall submit the number of copies required in the Specifications.

- c. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals and in no event shall Engineer fail to review and provide comments or approval longer than 72 hours after Contractor submittal. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval within 72 hours, or longer if agreed to by Owner in writing, of receipt of such drawings by Engineer. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.**

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

- F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

- A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, and its supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses, fees, and costs (including, but not limited to, reasonable fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs), whether monetary or otherwise, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be \$5,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor

or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

1.09 ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other

contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

1.10 ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

1.11 ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply

with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

1.12 ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work

involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or 30%
 - 3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~
- C. Contractor's Fee: The Contractor's fee allowed to Contractor for overhead and profit shall be included in the Cost of the Work and/or in the approved Schedule of Values and shall not be claimed after bid submittal. When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. ~~A mutually acceptable fixed fee; or~~
 - 2. ~~If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:~~
 - a. ~~For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;~~
 - b. ~~For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;~~

- ~~e. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;~~
- ~~d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;~~
- ~~e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and~~
- ~~f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.~~

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. **Submittal:** Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. **Supporting Data:** The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. **Engineer's Initial Review:** Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. **Engineer's Full Review and Action on the Change Proposal:** Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. **Binding Decision:** Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. Resolution of Certain Change Proposals:** If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. Post-Completion:** Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

1.13 ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and

decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

1.14 ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used ~~for two distinct purposes~~:
 1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost-based terms; or~~
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which

include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 18) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 19) 1) ~~Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.~~

20) 2) ~~Costs for equipment and machinery owned by Contractor or a Contractor related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~

21) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- ~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor's Fee

1. ~~When the Work as a whole is performed on the basis of cost plus a fee, then:~~
 - a. ~~Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
 - b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
 - 22) 1) ~~When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
 - 23) 2) ~~When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. ~~Contractor shall preserve all such documents for a period of three years after the final payment by Owner.~~ Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

4. If, during the performance of this contract, the cost of materials significantly increases, through no fault of the contractor, the price of this contract shall receive an equitable adjustment to fully compensate the Contractor for any such significant increase in the cost of the materials. As used herein, a significant cost increase shall be defined as any increase in the cost of materials exceeding 5% experienced by the contractor from the bid date.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

1.15 ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

1.16 ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and~~

~~equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.~~

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.~~

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

- A. *Application for Payment*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract

Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment

and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment. Final payment shall not be construed to mean acceptance of defective work or improper materials.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

1.17 ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.
- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a any material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):
- ~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
 - ~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
 - ~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.
- C. Upon any such termination, Contractor shall:
1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to Owner of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to Owner those orders and Subcontracts and revoke agreements specified in such notice;
 4. Reasonably assist Owner, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by Owner under the Contract, as may be necessary;
 5. Complete performance of any Work which is not terminated; and

6. Deliver to Owner an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

1.18 ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then venue for any such legal action shall be in Polk County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs.

paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

1.19 ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

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

18.09 Successors and Assigns

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

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

- A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective representatives, successors, and assigns.

7.01 A. 4. Supplementary Conditions

Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

d. Excess or Umbrella Liability*

Per Occurrence	\$3,000,000
General Aggregate	\$3,000,000

e. Contractor's Pollution Liability*

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. Builder's Risk

- i. Amount** – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)
- ii. Form** – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- iii. Scope** – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not

intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

- a. Products and completed operations coverage maintained for three (3) years after final payment;
- b. Blanket contractual liability coverage to the extent permitted by law;

- c. Broad form property damage coverage; and
- d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, Highland Sumner, LLC, VMar Dev, LLC, and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

Construction Manager, designated by the District.

2. An itemization of the specific matters to be covered by such authority and responsibility:

Refer to the General Conditions.

3. The extent of such authority and responsibilities:

Refer to the General Conditions.

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N/A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

Warren K. Heath II and his designees; see General Conditions for scope of responsibilities and authorities outlined for Construction Manager.

7.01 A. 5. Project Manual

SUPPLEMENTARY CONDITIONS

VILLAMAR CDD – PHASE 6 PROJECT IMPROVEMENTS

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700, 2018 Edition (the “**General Conditions**”), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports*. Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

Soil Profile and Pavement Recommendations VillaMar Phase 6, dated March 28, 2022, by Imperial Testing and Engineering, Inc.

2. *Drawings*. Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data*. Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports*. Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

2. *Drawings*. Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR’S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor’s required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

Workers’ Compensation and Employer’s Liability

Workers’ Compensation	Statutory
Employer’s Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. *Commercial General Liability*

General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

c. *Automobile Liability**

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000

Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

d. *Excess or Umbrella Liability**

Per Occurrence	\$3,000,000
General Aggregate	\$3,000,000

e. *Contractor's Pollution Liability**

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. *Builder's Risk*

- i. *Amount* – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)
- ii. *Form* – must be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- iii. *Scope* – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not

intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

- a. Products and completed operations coverage maintained for three (3) years after final payment;
- b. Blanket contractual liability coverage to the extent permitted by law;

- c. Broad form property damage coverage; and
- d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, Highland Sumner, LLC, VMar Dev, LLC, and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

Construction Manager, designated by the District.

2. An itemization of the specific matters to be covered by such authority and responsibility:

Refer to the General Conditions.

3. The extent of such authority and responsibilities:

Refer to the General Conditions.

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N/A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

Warren K. Heath II and his designees; see General Conditions for scope of responsibilities and authorities outlined for Construction Manager.

7.01 A. 5. Project Manual

VILLAMAR
COMMUNITY DEVELOPMENT DISTRICT

PROJECT MANUAL

FOR

**CONSTRUCTION SERVICES FOR
PHASE 6 PROJECT IMPROVEMENTS**

September 30, 2022

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR
CONSTRUCTION SERVICES FOR PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

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VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

CONSTRUCTION SERVICES FOR PHASE 6 PROJECT IMPROVEMENTS

POLK COUNTY, FLORIDA

Notice is hereby given that the VillaMar Community Development District (“District”) will receive proposals for the following District project:

Project construction site work for Phase 6 District construction, including stormwater management, utilities, roadway

The Project Manual will be available beginning **Friday, September 30, 2022**, at 8:00 AM EST at the offices of the VillaMar Community Development Engineer, Wood & Associates Engineering, LLC, located at 1925 Bartow Road, Lakeland, Florida 33801 or by calling (863) 940-2040 or emailing bids@woodcivil.com. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier’s check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to John Bannon at bids@woodcivil.com. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Polk County and is a licensed contractor in the State of Florida.

Any and all questions regarding this project shall be directed only in email to bids@woodcivil.com no later than **12:00 PM EST, Monday, October 17, 2022**.

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF on a flash drive included with the submittal package of the required proposal no later than **12:00 PM EST, on Monday, October 31, 2022**, at the Offices of Wood & Associates Engineering, LLC 1925 Bartow Road, Lakeland, Florida 33801. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be **opened at a public meeting to be held at 12:00 PM EST, on Monday, October 31, 2022**, at the offices of Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, Florida 33801. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned unopened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at (407) 841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

District Manager

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
INSTRUCTIONS TO PROPOSERS**

**CONSTRUCTION SERVICES FOR PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

SECTION 1. DUE DATE. Sealed proposals must be received **12:00 PM EST, Monday, October 31, 2022**, at the offices of Wood & Associates Engineering, LLC, located at 1925 Bartow Road, Lakeland, Florida 33801. Proposals will be opened at a public meeting to be held at **12:00 PM EST, Monday, October 31, 2022**, at the offices of **Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, Florida 33801**. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

SECTION 2. NOTICE OF INTENT AND CONTRACT AWARD. Within a reasonable time period after the receipt of the Notice of Intent to Award from the District, the Proposer shall negotiate and enter into and execute the Contract in substantially the form included herein, unless requested otherwise by the District. At any time prior to the execution of such Contract, the District may, at its sole discretion, reject all proposals. The Proposal shall be submitted with the understanding that the Proposer will not withdraw its proposal for a period of one hundred and twenty (120) days after proposals are received. Upon Contract execution, the successful Proposer will be required to furnish payment and performance bonds in compliance with Section 255.05, *Florida Statutes*, and executed in substantially the form included herein and in the sum equal to one hundred percent (100%) of the total amount of the contract value concurrent with execution of the contract.

SECTION 3. SIGNATURE ON PROPOSAL. In addition to executing all forms, affidavits, and acknowledgments for which signature and notary blocks are provided, the Proposer must correctly sign the Proposal Signature Form. If the Proposal is made by an individual, that person's name and business address shall be shown. If made by a partnership, the name and business address of an authorized member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was chartered. In addition, the Proposal should bear the seal of the corporation. Anyone signing the Proposal as agent shall file with the Proposal legal evidence of his or her authority to do so.

SECTION 4. FAMILIARITY WITH THE LAW. By submitting a Proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the Proposal in compliance with all such laws, ordinances and regulations.

SECTION 5. QUALIFICATIONS OF THE PROPOSER. The Contract, if awarded, will only be awarded to a responsive and responsible Proposer who is qualified by experience to do the work specified herein. The Proposer shall submit with its Proposal satisfactory evidence of experience

in similar work and show that it is fully prepared with the necessary organization, capital, and equipment to complete the work to the satisfaction of the District. Furthermore, the Proposer shall submit satisfactory evidence that the Proposer meets the following minimum qualifications:

- A. Proposer will have constructed three (3) projects similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last (5) years. The name and contact information of owners will be required for each project completed within the last three (3) years; and
- B. Proposer will have a minimum bonding capacity of \$1,000,000 from a Surety Company acceptable to the District; and
- C. Proposer is authorized to do business in the State of Florida; and
- D. Proposer is registered with Polk County and is a licensed contractor, in good standing, in the State of Florida.

SECTION 6. SUBMISSION OF ONLY ONE PROPOSAL. Proposers may be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among Proposers, the Proposer has defaulted on any previous contract, or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

SECTION 7. INTERPRETATIONS AND ADDENDA. Any and all questions relative to this project shall be directed in email only to bids@woodcivil.com no later than 12:00 PM EST, Monday, October 17, 2022. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda e-mailed, faxed or otherwise delivered to all parties recorded as having obtained copies of the Project Manual. Only questions answered by formal written Addenda will be binding. No interpretations will be given verbally. All questions and answers will be distributed to all Proposers. No inquiries will be accepted from subcontractors – the Proposer shall be responsible for all queries.

SECTION 8. SUBMISSION OF PROPOSALS. Submit one (1) original, and one (1) electronic copy of the Proposal Submission Package, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque, sealed envelope, marked with the project title and name and address of the Proposer and accompanied by the required documents. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with a notation, “RESPONSE TO REQUEST FOR PROPOSALS – Construction Services for Project Improvements” on the face of it.

SECTION 9. PROPOSAL MODIFICATION. Proposals may be modified by an appropriate document duly executed and delivered to the place where Proposals are to be submitted at any time prior to the time proposals are due.

SECTION 10. PROPOSAL SUBMISSION PACKAGE. All blanks in the Proposal Submission Package must be completed in ink or typewritten. In making its Proposal, each Proposer represents that it has read and understands the Project Information Package and Proposal Submission Package and that the Proposal is made in accordance therewith. Each Proposer shall supply a proposal

bond or certified cashier's check in the sum equal to five percent (5%) of the total amount of the bid with its proposal.

SECTION 11. BASIS OF AWARD/RIGHT TO REJECT. The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause to one proposer or separate proposers, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District's best interests to do so.

SECTION 12. INSURANCE. All Proposers shall include as part of their Proposal a current Certificate of Insurance detailing the company's insurance coverage. Upon Contract execution, Proposer shall provide proof of the Insurance Coverage identifying the District and its staff, employees, officers, agents and supervisors as additional insureds, as stated in the Contract form provided herein, within seven (7) calendar days, or within such approved extended period as the District may grant. Failure to provide proof of insurance coverage shall constitute a default.

SECTION 13. SPECIAL PROJECT/SITE CONDITIONS. By submitting their Proposal, the Proposer acknowledges that they have visited the project site and have become familiar with the existing site conditions. Proposer agrees to take responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, sinkholes, etc. No additional costs will be charged by Proposer for matters associated with unsuitable soils.

SECTION 14. INDEMNIFICATION. The successful Proposer shall fully indemnify and hold harmless the District and its staff, employees, officers, agents and supervisors from and against all claims, damages, costs and losses arising, in whole or in part, from Contractor's negligence or breach of contract, as more fully set forth in the Contract Documents provided herein.

SECTION 15. LIMITATION OF LIABILITY. Nothing herein shall be construed as or constitute a waiver of District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

SECTION 16. LIQUIDATED DAMAGES. Should the Contractor or, in case of his default, the Surety fail to complete the work within the time stipulated in the contract, or within such extra time as may have been granted by the District, the Proposer, in case of his default, the Surety shall pay to the District, not as a penalty but as liquidated damages, the amount of \$1,000.00 per calendar day beyond substantial completion.

SECTION 17. MISCELLANEOUS. All proposals shall include the following information in addition to the forms contained in the Proposal Submission Package:

- A. List positions or titles and corporate responsibilities of key management or supervisory personnel. Proposer should include resumes for each person listed.
- B. Describe proposed staffing levels. Include information on current operations, administrative, maintenance and management staffing of both a professional and technical nature. Proposer should include resumes with applicable certifications.

- C. A copy of its insurance certificate indicating the types of coverage and limits for general, property, automobile liability insurance, and worker's compensation insurance.
- D. A detailed take-off spreadsheet list of unit costs for all tools, materials, supplies, equipment, fuel or labor. Proposals shall not contain any notes or qualifications indicating any cost adjustments for tools, materials, supplies, equipment, fuel or labor. All Proposals shall be lump sum proposals.

SECTION 18. PROTESTS. Any protest regarding the Proposal Documents, including the evaluation criteria, specifications or other requirements contained in the Request for Proposal, must be filed in writing, at the offices of the District Engineer, John Bannon, bids@woodcivil.com, Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, Florida 33801, within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the Project Information Package and Proposal Submission Package are made available to qualified contractors. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to any provision in any document included in the Project Information Package and Proposal Submission Package, including but not limited to, plans, specifications or Contract Documents.

SECTION 19. EVALUATION OF PROPOSALS. The proposals shall be ranked based on the District's evaluation of the Proposer's ability to perform the services for the project as demonstrated by the documentation provided by the Proposer and reference checks of the Proposer's clients. The criteria to be used in the evaluation are presented in the Evaluation Criteria sheet, contained within the Project Information Package. Price will be one factor used in determining the proposal that is in the best interest of the District, but the District explicitly and clearly reserves the right to make such award to other than the lowest priced proposal.

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA**

**CONSTRUCTION SERVICES FOR
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

PERSONNEL (5 POINTS)

E.g., geographic location of firm’s headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

EXPERIENCE (15 POINTS)

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development districts in other contracts; character, integrity, reputation of respondent, etc.;

UNDERSTANDING SCOPE OF WORK (20 POINTS)

Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY (10 POINTS)

Extent to which the proposal demonstrates the adequacy of the Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

SCHEDULE (25 POINTS)

Demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE (25 POINTS)

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

TOTAL POINTS (100 POINTS)

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

VILLAMAR CDD – PHASE 6 PROJECT IMPROVEMENTS

This Agreement is by and between VillaMar Community Development District (“Owner”) and [name of contracting entity] (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: project construction site work for PHASE 6 PROJECT improvements, including stormwater management, utilities, roadways.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Wood & Associates Engineering, LLC, located at 1925 Bartow Road, Lakeland, Florida 33801 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.

4.02 ~~*Contract Times: Dates*~~

~~A. The Work will be substantially complete on or before [date], and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [date].~~

4.03 Contract Times: Days

- A. The Work will be substantially complete within _____ [number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within _____ [number] days after the date when the Contract Times commence to run.

ALL CALENDAR DAY DURATIONS STATED ABOVE SHALL BE INCLUSIVE OF TIME NECESSARY FOR SHOP DRAWING PREPARATION, REVIEW AND APPROVAL, AND PROCUREMENT, FABRICATION, AND DELIVERY OF ALL MATERIALS REQUIRED FOR COMPLETION OF THE PROJECT.

4.04 ~~Milestones~~

- A. ~~Parts of the Work must be substantially completed on or before the following Milestone(s):~~
- ~~1. Milestone 1 [event & date/days]~~
 - ~~2. Milestone 2 [event & date/days]~~
 - ~~3. Milestone 3 [event & date/days]~~

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed ~~and Milestones not achieved~~ within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion:* Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
 - ~~3. *Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain ~~Milestones~~, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. ~~If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is~~

~~precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.~~

- C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

4.06—*Special Damages*

- A. ~~Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- B. ~~After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~
- C. ~~The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.~~

ARTICLE 5—CONTRACT PRICE

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

- A. For all Work other than Unit Price Work, a lump sum of \$ _____ [number].

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

B. THE LUMP SUM BID PRICE IN SECTION A ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACT PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED FROM AND NOT BE PART OF THIS CONTRACT.

- ~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. ~~Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~
- D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at the prices stated in Contractor’s Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor’s Bid attached hereto, shall only be used in connection with pricing for change orders. The Lump Sum Bid Price and Unit Pricing provided for tools, materials, supplies, equipment, fuel or labor shall not be subject to any cost adjustment for any reason.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes, on or about the [ordinal number, such as 5th] day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions,

subject to any offsets to which the Owner is entitled. Procedures for withholding and release of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.

~~1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.~~

~~a. [number] percent of the value of the Work completed (with the balance being retainage).~~

~~1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

~~b. [number] percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).~~

~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, in accordance with Paragraph 15.06 of the General Conditions, and subject to final acceptance by Polk County and/or the local utility provider, as applicable, Owner shall pay the remainder of the Contract Price as recommended by the Engineer and in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

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

1. This Agreement as modified herein.

2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - c. Bid bond (together with power of attorney)
3. General Conditions as modified therein.
4. Supplementary Conditions Relating to Insurance Requirements, Subsurface Conditions, and Hazardous Conditions.
5. Project Manual, including but not limited to Specifications as listed in the table of contents of the Project Manual (copy of list attached).
- ~~6. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].~~
7. Drawings listed on the attached sheet index.
8. Contract Amendment Number 1: Potentially Time and Price-Impacted Materials Addenda (numbers [number] to [number], inclusive).
9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Exhibit A), excluding any reference or notations regarding a changes or adjustment to Contractor's Lump Sum Bid Price or Unit Pricing for tools, materials, supplies, equipment, fuel or labor.
 - b. Geotech Reports
 - c. Bid Addendum(s), if any
 - d. Technical Specifications page through , inclusive
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.
13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment, fuel, and labor at the stated Unit Pricing necessary to complete the services required of Contractor under this Contract, and Contractor has sufficient experience and competence to perform the Work under the Contract.
Contractor acknowledges and agrees that there shall be no adjustments in the Unit Pricing or the Lump Sum Bid Price as a result of any increase in cost to Contractor for tools, materials, supplies, equipment, fuel or labor.
14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), and/or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS**9.01 Terms**

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

9.02 Assignment of Contract

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

9.03 Successors and Assigns

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

9.04 Public Records

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

- 1) keep and maintain public records required by the District to perform the service;
- 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
- 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, TELEPHONE: (407) 841-5524, FAX: (407) 839-1526, OR EMAIL: JBURNS@GMSCFL.COM.

9.05 Assignment of Warranties

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

9.06 Construction Defects

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

9.07 Restriction on Removal of Fill Dirt from Work Site

- A. Contractor acknowledges that all suitable soil/fill material shall remain on-site. Fill material shall not be removed from the Project site without the written consent of the Owner.

9.08 Public Entity Crimes

- A. Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Contract, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the Owner whereupon this Contract may be terminated by the Owner.

9.09 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

9.10 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

9.11 E-Verify.

The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095 and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by Owner as a result of the termination.

In the event that the Owner has a good faith belief that a subcontractor has violated Section 448.095, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner.

9.12 Direct Purchase of Materials

- A. Owner represents to Contractor that Owner is a governmental entity exempt from Florida sales and use tax, and will provide Contractor with a copy of its Consumer Exemption Certificate. Owner may elect to implement a direct purchase arrangement whereby Owner will directly acquire certain materials ("Direct Purchase Materials") necessary for the completion of the Work directly from the suppliers to take advantage of Owner's tax-exempt status.
- B. Within 10 days of the issuance of the Notice to Proceed or other written authorization for Work, Owner shall provide Contractor with a list of materials that will be treated as Direct Purchase Materials.
- C. Owner shall issue purchase orders directly to suppliers of Direct Purchase Materials. Such purchase orders shall include Owner's consumer certificate of exemption number and shall require that the supplier provide the required shipping and handling insurance and provide for delivery with title and risk of loss transferring upon delivery at the jobsite and after acceptance by Owner. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the Owner and if the original

contract contemplated sale of materials and installation by same person, the change order needs to reflect sale of materials and installation by different legal entities.

- D. Owner shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and furnish a copy of same to the Contractor. Each Certificate of Entitlement must have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of delivery by the vendor.
- E. Upon delivery of the Direct Purchase Materials to the jobsite, the Owner, through Contractor as its agent, shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, Owner shall accept and take title to the Direct Purchase Materials through its agent, which is Contractor.
- F. Suppliers shall issue invoices directly to Owner. Owner shall process invoices and issue payment directly to the suppliers.
- G. Upon acceptance of Direct Purchase Materials, Owner shall assume risk of loss of same until they are incorporated into the Project. Contractor, as Owner's agent, shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products as required under the Contract Documents. All warranties provided by Contractor as part of Contract shall apply to all Direct Purchase Materials, as though Contractor had purchased the Direct Purchase Materials.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner: VillaMar
Community Development District
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Warren K. (Rennie) Heath, II
(typed or printed)

Title: Chairperson, Board of Supervisors
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:
Governmental Management Services – CFL, LLC
219 East Livingston Street
Orlando, Florida, 32801

Designated Representative:
Name: Jillian Burns
(typed or printed)

Title: District Manager
(typed or printed)

Address:
Governmental Management Services – CFL, LLC
219 East Livingston Street
Orlando, Florida, 32801

Phone: (407) 841-5524

Email: jburns@gmscfl.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

**AMENDMENT NO. 1 TO EJCDC LUMP SUM PRICE CONTRACT
POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS**

This Amendment No. 1 made this [] day of [] in the year [] is made contemporaneous with

and supplements the Agreement dated [] between

[] OWNER

and

[] CONTRACTOR

for the following

[] PROJECT.

Terms used in this Amendment, unless otherwise defined, shall have the same meaning as defined in the Agreement.

1. POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL. As of the date of this Amendment, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material"). This Amendment provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the Potentially Time and Price-Impacted Material(s) listed in Schedule A to this Amendment.

2. BASELINE PRICE AND TIME. Owner and Contractor shall agree upon a method for establishing the market price as of the date of this Amendment ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material listed in Schedule A to this Amendment.

2.1. Compensation for any Potentially Time and Price-Impacted Material shall not be duplicated in any contingency amounts established under the terms of the Agreement.

3. ADJUSTMENT IN BASELINE PRICE. If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within ten (10) days from the date the basis for an equitable adjustment to the Contract Price arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall not include any amount for markup, including overhead and profit.

3.1. In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such decrease, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.2. In the event of an increase in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such increase, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.3. The Contract Price shall not be adjusted by more than [] ([]%) percent of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.

3.4. No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is the fault of the Owner and is documented as such.

3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

4. TIME-IMPACT AND AVAILABILITY If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price-Impacted Material, beyond the control of and without any fault attributable to the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price in accordance with the Agreement. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays. Such steps shall include the expedited Shop Drawings submittal and response Milestone Dates set forth in the Agreement, immediate order of materials, and Owner direct purchase of materials, among other mitigation strategies.

OWNER: []

By _____

CONTRACTOR: []

By: _____

END OF DOCUMENT.

SCHEDULE A TO AMENDMENT NO. 1 POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

Potentially Time and Price-Impacted Materials should be identified and described with specificity. The methods for establishing the Baseline Price for a Potentially Time and Price-Impacted Material should be based upon an objective standard and include: 1) established market or catalog prices; 2) actual material costs; 3) material costs indices; and, 4) such other mutually agreed upon method. Pricing based on material costs indices must identify the index category or subcategory that most accurately reflects the Potentially Time and Price-Impacted Material specified. Such Price-Impacted Materials must exceed the schedule of values line item by over 5% to be entitled to a Price adjustment. Further, submittal of at least two material supplier quotes for the same quantity and materials must accompany any request for a Price adjustment pursuant to this Amendment. Requests for Time based on unavailability of materials must be supported with milestone dates for delivery of materials in original bid and must be deemed reasonable with supporting affidavits by materials supplier and the time must deviate by more than 5% of schedule days.

1. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

2. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

3. [] Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

4. Potentially Time and Price-Impacted Material:

Baseline Price: []/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

(Attach additional sheets as necessary)

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STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
VILLAMAR CDD – PHASE 6 PROJECT IMPROVEMENTS

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, the project manual and any documents included or referenced therein, including but not limited to Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. Claim

- a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
 - b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, chemical, element, compound, solution, mixture, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, chemical, element, compound, solution, mixture, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Such definitions shall further include, where the context reasonably allows, compliance with any applicable permits and/or other similar approvals issued by governmental bodies, agencies, and authorities.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner or Engineer to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract. The Owner may also be referred to as the “District.”
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative* —The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not

approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, “Substantial Completion” shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
51. Construction Manager – any individual, entity or firm retained by the Owner to assist the Engineer with the administration of managing, overseeing and processing construction related activities.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds). Contractor must provide a certified copy of the recorded bonds before commencing the Work or before recommencing the Work after a default or abandonment.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. ~~*Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor,~~

~~with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

2.02 Copies of Documents

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 Before Starting Construction

- A. *Preliminary Schedules*: Within ~~10~~ 3 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.04 Preconstruction Conference; Designation of Authorized Representatives

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 Acceptance of Schedules

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules

submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

Such schedules shall be consistent with the documents provided to the Owner as part of the Contractor's Bid.

2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, Construction Manager, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, Construction Manager, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer or Construction Manager and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer or Construction Manager to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. *Standards Specifications, Codes, Laws and Regulations*

- 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*

- 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the

Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run ~~on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~ on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. No Work shall be performed before the issuance of a Notice to Proceed.

4.02 Starting the Work

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include ~~but are not limited to only~~ the following:
1. Severe and unavoidable acts of God or natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. Abnormal weather conditions;
 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.

Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 15 days of the damaging, delaying, disrupting, or interfering event, or such claim shall be waived. Contractor shall be required to prove that any abnormal weather conditions are in excess of normal rainfall amounts or other normal weather conditions, and must provide such documentation of unusually severe weather as the Engineer deems reasonably necessary. Normal seasonal adverse weather typical for the area, including heavy rain shall not be deemed as causing any delays for the Project.

In no event shall Owner or Engineer be liable to Contractor, any subcontractor, any supplier, or any other person or organization, or to any surety or employee or any agent of them, for damages, including but not limited to all fees and charges of Engineers, architects, attorneys,

and other professionals and all court or arbitration or other dispute resolution costs, arising out of or resulting from:

1. delays caused by or within the control of Contractor (or Subcontractor or Supplier); or
2. delays beyond the control of both Owner and Contractor, including, but not limited to, fires, floods, epidemics, abnormal weather conditions, acts of God, or acts or neglect by utility owners or other contractors performing other work;

Nor shall Owner or Engineer of each of them be liable to Contractor for any claims, costs, losses or damages sustained by Contractor on or in connection with any other project or anticipated project.

Except for an adjustment to the Contract Times, the Contractor shall not be entitled to and hereby waives any and all damages that it may suffer by reason of delay or for any Act of God, and waives all damages that it may suffer by reason of such delay including but not limited to lost profits, overhead, and other consequential damages. No payment of any claim for damages shall be made to the Contractor as compensation for damages for any delays or hindrances that are avoidable by Contractor.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited and conditioned as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
 4. The District, in its sole and absolute discretion, may additionally direct that the Project be delivered in multiple phases rather than all at once. Such option, if exercised, shall in no way impact the pricing of the Project, nor constitute a delay.
 5. Adjustments of Contract Price are subject to the limitations of Article 5 of the Construction Contract.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work. Such supporting documentation shall include, where appropriate, documentation of abnormal weather conditions and an explanation of their impact on Contract Price and/or Contract Times.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. ~~Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.~~
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas*
 - 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify, defend and hold harmless Indemnitees (defined in Paragraph 7.18) Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's negligent, reckless or intentionally wrongful performance of the Work, or because of other negligent, reckless or intentionally wrongful actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, rubbish, debris, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), ~~that contain Technical Data from which the Engineer prepared the Contract Drawings and Specifications;~~ and
 3. Technical Data contained in such reports and drawings, if any.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *No Reliance by Contractor on Technical Data*: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, ~~but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~ Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information.
- D. *Limitations of Other Data and Documents*: ~~Except for such reliance on Technical Data,~~ Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
 5. Contractor expressly acknowledges that soil conditions may vary widely across the Site, and Contractor takes responsibility for any and all issues arising from unsuitable soils, including but not limited to, varying soil conditions, etc. that may make it more difficult to install the repairs or otherwise conduct the Work. Furthermore, no additional costs will be charged by Contractor for matters associated with unsuitable and/or varying soils, except that the Contractor may apply for a change order where authorized by the District Engineer and with respect to "templating."
 6. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseen and unforeseen risks, hazards, and difficulties in connection therewith, including any concealed conditions encountered in the performance of the Work below the surface of the ground at variance with conditions indicated by the Contract Documents or other Bidding Documents and Bidding Requirements furnished to the Contractor for its information.

5.04 Differing Subsurface or Physical Conditions

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data ~~on which Contractor is entitled to rely as provided in Paragraph 5.03~~ is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. *Contractor's Responsibilities:* Owner and Engineer do not warrant or guarantee the accuracy or completeness of any information or data regarding underground facilities provided by others. Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for, without additional compensation from the Owner:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations, including but not limited to notification of and cooperation with utility

companies and agencies when the Contractor's operations are close to existing facilities in order to provide time for the utilities to stake the location of their existing facilities. This coordination effort shall be done in compliance with Florida Statutes Chapter 556, "Underground Facility Damage Prevention and Safety Act," latest revision.;

3. locating or verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a

preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 and the limitations of Article 5 of the Contract;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. ~~Reports and Drawings: The Supplementary Conditions identify:~~

- ~~1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;~~
- ~~2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and~~
- ~~3. Technical Data contained in such reports and drawings.~~

B. ~~No Reliance by Contractor on Technical Data Authorized: Contractor may not rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the~~

~~accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
 - ~~2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
 - ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related

thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) arising out of or relating to the wholly or partially negligent, reckless, or intentionally wrongful failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives, or to a Hazardous Environmental Condition created in whole or in part by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida’s Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability

policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least ~~10~~ 30 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- O. The fact that an entity or individual is named as an additional insured on a particular insurance policy required under this Contract is not intended to constitute a waiver of any rights of any kind, including subrogation rights, claims for indemnification or any other rights or claims.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, subcontractors, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- ~~C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.~~
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. ~~Owner and Contractor waive-waives~~ all rights against ~~each other and the respective Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors~~ of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, ~~waive-waives~~ all such rights against Engineer and/or Construction Manager, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. ~~Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.~~
1. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.~~
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.
- 6.06 Receipt and Application of Property Insurance Proceeds
- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may

reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site ~~will~~ may be performed during regular working hours, Monday through ~~Friday~~. ~~Contractor will not perform Work on a Saturday, Sunday, or any legal~~ including any ~~holidays~~ as Contractor may choose to do so. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

The Contractor shall be responsible, whether previously scheduled or not, for the payment of Owner's cost of overtime inspection outside of the working hours described above. The

Contractor will be required to pay for overtime inspection services on unscheduled work, work which is delayed by the Contractor's suppliers or subcontractors and any other work performed for the convenience of the Contractor as he deems necessary to meet the schedule.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 2) 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 3) 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 4) 3) has a proven record of performance and availability of responsive service; and

- 5) 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 6) 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 7) 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
- a. will certify that the proposed substitute item will:
 - 8) 1) perform adequately the functions and achieve the results called for by the general design;
 - 9) 2) be similar in substance to the item specified; and
 - 10) 3) be suited to the same use as the item specified.
 - b. will state:
 - 11) 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 12) 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 13) 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 14) 1) all variations of the proposed substitute item from the item specified; and
 - 15) 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the

Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- ~~B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise, arising, in whole or in part, out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention,

design, process, product, or device not specified in the Contract Documents, to the extent such infringement is caused in whole or in part by the negligent, reckless, or intentionally wrongful actions of the Contractor or those for which Contractor is responsible including without limitation, Contractor's successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives.

7.09 Permits

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). ~~Owner~~ Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation water and electrical meters (if applicable), installation fees, electrical inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage required by applicable permits and governmental authorities.
- B. Owner and Contractor acknowledge and agree that Owner intends to turn over all or a portion of the Work upon completion to City of Haines City or Polk County, Florida, for ownership and maintenance. To the extent that Owner intends to turn over any portion of the Work to another governmental entity for ownership or other purposes, Contractor agrees at its sole expense to take all actions necessary (including but not limited to providing all warranties, improvement bonds, and close-out documents required by the governmental entity even if such requirements are beyond what is required herein) to ensure that the recipient governmental entity accepts the Work.

7.10 Taxes

- A. Contractor shall pay all sales, consumer, use, and other similar taxes and assessments required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees ~~Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them,~~ from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising, in whole or in part, out of or relating to such Work or other action. ~~It is not Contractor's responsibility to make certain that~~

~~the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.~~

- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or

indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Among other requirements, the Contractor or Subcontractor performing trench excavation work on the Project shall comply with the applicable trench safety standards.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 16) 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 17) 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 18) 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall be required to submit all Shop Drawings by the following Milestone dates:

____ (1) For all X, by Y.

____ (2) for all Y, by Z.

- b. Contractor shall submit the number of copies required in the Specifications.
- c. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide,

and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals and in no event shall Engineer fail to review and provide comments or approval longer than 72 hours after Contractor submittal Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval within 72 hours, or longer if agreed to by Owner in writing, of receipt of such drawings by Engineer. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.**

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which

Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer or other similar acceptance by Owner;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- F. Contractor shall assign to Owner all warranties extended to Contractor by material suppliers and subcontractors. If an assignment of warranty requires the material supplier or subcontractor to consent to same, then Contractor shall secure the material supplier's or subcontractor's consent to assign said warranties to Owner.
- G. The warranties provided in this Contract shall be in addition to and not in limitation of any other warranty or remedy required by law.

7.18 Indemnification

- A. ~~To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.~~

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify, hold harmless, and defend Owner, Engineer, [Landowner] and their respective members, parents, partners, subsidiaries, affiliates, officers, directors, supervisors, managers, attorneys, engineers, consultants, agents, subcontractors and employees, of each and any of all of the foregoing entities and individuals (together, "Indemnitees") from all claims, liabilities, damages, losses, fees, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor, or any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work.

With respect to any indemnification, defense, and hold harmless provision in this Contract, nothing in this Contract shall be construed to require Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be \$10,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier,

or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE**8.01 Other Work**

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising, in whole or in part, out of Contractor's actions, inactions, ~~or~~ negligence, recklessness, or intentional misconduct in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations

with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify, defend, and hold harmless ~~Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them~~ from and against any such claims, and against all costs, liabilities, suits, liens, demands, interest, expenses, penalties, fines, judgments, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees and costs) whether monetary or otherwise, arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance

- A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders

- A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals

- A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

- A. Engineer and the Construction Manager, if any, will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 Visits to Site

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and

programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer's Authority

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer's Authority and Responsibilities

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply

with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order or a Work Change Directive.

11.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work

involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; such requests for Change Orders may be submitted by Construction Manager in consultation with the Contractor; however, all Change Orders must be reviewed and approved by the Engineer prior to final sign off by the Owner and implementation of the same; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

- B. ~~If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.~~

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work including but not limited to for the purposes of achieving cost savings, and Owner reserves the right to delete portions of the Work and contract with third parties to provide any such deleted Work.

Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09 and limitations contained in Article 5 of the Contract. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. ~~Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).~~
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 Change of Contract Times

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. **Submittal:** Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. **Supporting Data:** The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. **Engineer's Initial Review:** Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. **Engineer's Full Review and Action on the Change Proposal:** Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. **Binding Decision:** Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. **Resolution of Certain Change Proposals:** If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. **Post-Completion:** Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 Claims

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and

decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. ~~To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost plus fee, time and materials, or other cost based terms; or~~
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which

include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 19) 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 20) 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

21) 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.

22) 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- ~~h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 6. Expenses incurred in preparing and advancing Claims.
 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
1. ~~When the Work as a whole is performed on the basis of cost plus a fee, then:~~
 - a. ~~Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.~~
 - b. ~~for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:~~
 - 23) ~~1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.~~
 - 24) ~~2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.~~
 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement and/or the Contract Documents.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Engineer and/or Construction Manager has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Engineer shall review each such additional inspection or testing of the Work.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this

right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. ~~If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and~~

~~equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.~~

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. ~~Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. Owner shall make payment to the Contractor in the amount recommended by Engineer (subject to the provisions of this Contract) in accordance with the prompt payment provisions contained in Sections 218.70 et seq., Florida Statutes. Contractor shall make payments due to subcontractors and suppliers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, Florida Statutes.~~

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract

Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment

and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.

- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within ~~one year~~ two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;

3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.
- B. When all or a portion of the Work is suspended for any reason, Contractor shall securely fasten down all coverings and other protections necessary to protect the Work and the Site from injury by the elements or otherwise.

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a any material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):
- ~~1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;~~
 - ~~2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and~~
 - ~~3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.~~
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, consequential damages of any kind, or other economic loss arising out of or resulting from such termination.
- C. Upon any such termination, Contractor shall:
1. Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;
 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;
 4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;
 5. Complete performance of any Work which is not terminated; and
 6. Deliver to District an affidavit regarding the identity of unpaid potential lienors and the amounts due to each.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the ~~contract~~Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then the exclusive venue for any such legal action shall be in a court of appropriate jurisdiction in Polk County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees,

incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

- A. When any period of time is referred to in the Contract by days, it will be computed ~~to~~ based on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, supervisors, staff, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

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

18.09 Successors and Assigns

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

18.10 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

- A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

- A. Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective partners, representatives, successors, and assigns.

SUPPLEMENTARY CONDITIONS

VILLAMAR CDD – PHASE 6 PROJECT

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract*, EJCDC Document No. C-700, 2018 Edition (the “**General Conditions**”), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. *Reports.* Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

Report of Geotechnical Engineering Evaluation, dated March 28, 2022, prepared by Imperial Testing and Engineering, Inc.

2. *Drawings.* Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data.* Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

2. *Drawings.* Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data.* Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.B. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

a. *Workers' Compensation and Employer's Liability*

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Each Employee	\$1,000,000
Policy Limit	\$1,000,000

b. *Commercial General Liability*

General Aggregate	\$3,000,000
Products - Completed Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$3,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$3,000,000

**Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.*

c. *Automobile Liability**

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000

Property Damage	
Each Accident	\$1,000,000
[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

d. Excess or Umbrella Liability*

Per Occurrence	\$3,000,000
General Aggregate	\$3,000,000

e. Contractor’s Pollution Liability*

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

**Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.*

f. Builder’s Risk

- i. Amount** – upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof)
- ii. Form** – must be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- iii. Scope** – cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not

intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures;

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier);

extend to cover damage or loss to insured property while in transit;

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance;

allow for the waiver of the insurer's subrogation rights, as set forth below;

provide primary coverage for all losses and damages caused by the perils or causes of loss covered;

not include a co-insurance clause;

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions;

include performance/hot testing and start-up; and

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

2. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

3. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

4. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:

- a. Products and completed operations coverage maintained for three (3) years after final payment;
- b. Blanket contractual liability coverage to the extent permitted by law;

- c. Broad form property damage coverage; and
- d. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.

5. The Contractor's commercial general liability and automobile liability, umbrella or excess, pollution liability and builder's risk policies will include and list Owner, Engineer, _____ [Landowner] and the respective supervisors, subsidiaries, affiliates, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.

6. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.

8. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

9. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.

10. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following information pertains to such other work:

- 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

[TBD]

2. An itemization of the specific matters to be covered by such authority and responsibility:

[TBD]

3. The extent of such authority and responsibilities:

[TBD]

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

Bond Number Assigned by Surety:

[Bond Number]

PERFORMANCE BOND

<p>Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i>: [Address of Contractor's principal place of business] Telephone Number: [Telephone Number]</p>	<p>Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i>: [Address of Surety's principal place of business] Telephone Number: [Telephone Number]</p>
<p>Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i>: [Address of Owner's principal place of business] Telephone Number: [Telephone Number]</p>	<p>Contract Description <i>(name and location)</i>: VillaMar CDD Phase 6 Project, Polk County, Florida Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]</p>
<p>Bond Bond Amount: [Amount (Contract Price)] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

EJCDC® C-610, Performance Bond.

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Bond Number Assigned by Surety:**[Bond Number]**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

Bond Number Assigned by Surety:**[Bond Number]**

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

Bond Number Assigned by Surety:
[Bond Number]

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

Bond Number Assigned by Surety:

[Bond Number]

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address <i>(principal place of business)</i> : [Address of Contractor's principal place of business] <u>Telephone Number: [Telephone Number]</u>	Surety Name: [Full formal name of Surety] Address <i>(principal place of business)</i> : [Address of Surety's principal place of business] <u>Telephone Number: [Telephone Number]</u>
Owner Name: [Full formal name of Owner] Mailing address <i>(principal place of business)</i> : [Address of Owner's principal place of business] <u>Telephone Number: [Telephone Number]</u>	Contract Description <i>(name and location)</i> : VillaMar CDD Phase 6 Project, Polk County, Florida Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount (Contract Price)] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input checked="" type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

Bond Number Assigned by Surety:**[Bond Number]**

17. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
18. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
19. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
20. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
21. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 21.1. Claimants who do not have a direct contract with the Contractor
 - 21.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 21.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 21.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
22. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
23. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 23.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 23.2. Pay or arrange for payment of any undisputed amounts.
 - 23.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

Bond Number Assigned by Surety:

[Bond Number]

24. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
25. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
26. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
27. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
28. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
29. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
30. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
31. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
32. Definitions
 - 32.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 132..1. The name of the Claimant;
 - 132..2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 132..3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 132..4. A brief description of the labor, materials, or equipment furnished;

Bond Number Assigned by Surety:

[Bond Number]

- 132..5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 132..6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 132..7. The total amount of previous payments received by the Claimant; and
- 132..8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 32.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 32.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 32.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 32.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
33. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
34. Modifications to this Bond are as follows: **This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein.**

OFFICIAL PROPOSAL FORM
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

TO BE SUBMITTED TO:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
Wood & Associates Engineering, LLC
Attention: John Bannon
1925 Bartow Road, Lakeland, Florida 33801
Due by 12:00 PM EST, Monday, October 31, 2022

TO: VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

FROM: _____
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for **VillaMar Community Development District – Construction Services for Phase 6 Project Improvements** the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to project construction site work for master project improvements, including stormwater management, utilities, roadway as shown on the Plans, and described in the Specifications as the “VillaMar Subdivision Site Development Construction Plans Dated September 30, 2022.”

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

PRICE

Proposer submits that it can perform the work described in this Project Manual for a Total Lump Sum Price of _____ (\$ _____) as more specifically described in the Proposal Summary.

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

THE LUMP SUM BID PRICE ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACTOR'S PROPOSAL PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED FROM AND NOT BE PART OF THE CONTRACT DOCUMENTS.

TIME

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within _____ () calendar days of the issuance of a Notice to Proceed, and agrees to complete the Project within _____ () calendar days of the Commencement Date specified in a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

DOCUMENTS AND ADDENDA

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

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

Addendum No. _____ Dated: ____/____/____

(Signed)

(Print Name of Signatory)

This _____ day of _____, 2022. (Corporate Seal)

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ [title/official capacity] of _____ [entity].

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

[Notary Seal]

ORGANIZATION INFORMATION OF PROPOSER
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

DATE SUBMITTED: _____, 2022

1. Proposer _____ // A Individual
(Company Name) // A Partnership
// A Limited Liability Company
// A Corporation
// A Subsidiary Corporation

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

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

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

4. Proposer Company Address (if different)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. Is the Proposer organized and/or incorporated in the State of Florida? Yes () No ()

5.1 If yes, provide the following:

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

Yes () No ()

If no, please explain _____

Date organized/incorporated _____ Charter No. _____

5.2 If no, provide the following:

The state in which the Proposer company is organized/incorporated _____

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

If no, please explain _____

Date organized/incorporated _____ Charter No. _____

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

6.1 If yes, provide the following:

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

License No. _____ Expiration Date _____

Qualifying Individual _____ Title _____

List company(ies) currently qualified under this license _____

6.2 Is the Proposer company a registered or licensed Contractor with Polk County?
Yes () No ()

6.3 Has the Proposer company performed work for a community development district previously?
Yes () No ()

7. Name of Proposer's Bonding Company _____

Address _____

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

8. Name of Proposer's Bonding Agency _____

Address _____

Contact Name _____ Telephone _____

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2019) _____, (2020) _____, (2021) _____.

10. What are the Proposers' company's current insurance limits?
 General Liability \$ _____
 Automobile Liability \$ _____
 Workers Compensation \$ _____
 Expiration Date _____

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

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

What is the Proposer's current worker compensation rating? _____

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

If yes, please describe the incident: _____

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

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

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

State the period(s) of debarment or suspension _____

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

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?

14. Have you ever failed to complete any work awarded to you? Yes () No ()

If so, where and why? _____

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?
 Yes () No ()

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

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

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

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

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

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

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

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

_____ By: _____

(Type Name and Title of Person Signing)

This _____ day of _____, 2022.

(Corporate Seal)

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ [title/official capacity] of _____ [entity].

(Official Notary Signature)

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

[Notary Seal]

II.B.

CORPORATE OFFICERS

Company Name _____ Date _____

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

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

II.B.

SUPERVISORY PERSONNEL

Company Name _____ Date _____

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

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE

I.B.

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name _____ Date _____

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER

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

Company Name _____ Date _____

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

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE		COMPLETION DATE		
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED REVISED DATE	CURRENT ESTIMATE DATE
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
	\$	\$	\$	\$	\$			
Subtotal Uncompleted Work				\$	\$			
Total Uncompleted Work on Hand				\$				

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name _____ Date _____

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

PROJECT NAME/ LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³

¹ 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.
² 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.
³ 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

*****END OF ORGANIZATIONAL INFORMATION FORM*****

I.I.C.

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

NAME OF SUBCONTRACTOR	ADDRESS	PROPOSED PROJECT RESPONSIBILITIES	PERCENTAGE OF CONTRACT PRICE	SUBCONTRACTOR'S AUTHORIZED REPRESENTATIVE

AFFIDAVIT FOR INDIVIDUAL
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

STATE OF _____)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that the statements and answers to the questions concerning experience contained herein are correct and true as of this date; and that he/ she understands that intentional inclusion of false, deceptive or fraudulent statements on this application constitute fraud; and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting Proposer's proposal.

(Proposer must also sign here)

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____.

(Official Notary Signature)

[Notary Seal]

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

AFFIDAVIT FOR PARTNERSHIP
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

STATE OF _____)
) SS
COUNTY OF _____)

_____, is a member of the firm of _____,
being duly sworn, deposes and says that the statements and answers to the questions of the foregoing
experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands
that intentional inclusion of false, deceptive or fraudulent statements on this application constitutes fraud;
and, that the District considers such action on the part of the Proposer to constitute good cause for rejecting
Proposer's proposal.

(Signature of a General Partner is Required)

Sworn to and subscribed before me by means of physical presence or online notarization this _____
_____ day of _____,
_____, 2022, by _____, as _____
[title/official capacity] of _____ [entity].

(Official Notary Signature)

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

[Notary Seal]

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a) FLORIDA STATUTES,
ON DISCRIMINATION**

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

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

1. This sworn statement is submitted to VillaMar Community Development District
by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.

3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.

4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. I understand that an "affiliate" as defined in section 287.134(1)(a), *Florida Statutes*, means:
A. A predecessor or successor of an entity that discriminated; or
B. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity

6. I understand that, pursuant to section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

- Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ [title/official capacity] of _____ [entity].

(Official Notary Signature)

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

[Notary Seal]

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES**

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

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

1. This sworn statement is submitted to VillaMar Community Development District by _____

(print individual's name and title) for _____

(print name of entity submitting sworn statement) whose
business address is _____.

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

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

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

Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____
[title/official capacity] of _____ [entity].

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

[Notary Seal]

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

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

1. This sworn statement is submitted to VillaMar Community Development District
(print name of the public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement

2. I understand that a "public entity crime" as defined in section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in section 287.133(1)(a), *Florida Statutes*, means:
a. A predecessor or successor of a person convicted of a public entity crime; or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

[Continue onto next page]

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

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ [title/official capacity] of _____ [entity].

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

[Notary Seal]

TRENCH SAFETY ACT COMPLIANCE STATEMENT
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

INSTRUCTIONS

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

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

CERTIFICATION

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

Dated this _____ day of _____, 2022.

Proposer: _____

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____
[title/official capacity] of _____ [entity].

(Official Notary Signature)

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

[Notary Seal]

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

INSTRUCTIONS

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

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

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

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

Dated this _____ day of _____, 2022.

Proposer: _____

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ [title/official capacity] of _____ [entity].

(Official Notary Signature)

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

[Notary Seal]

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

AFFIDAVIT OF NON-COLLUSION

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

STATE OF _____
COUNTY OF _____

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

Dated this _____ day of _____, 2022.

Signature by authorized representative of Proposer

Sworn to and subscribed before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, as _____ [title/official capacity] of _____ [entity].

[Notary Seal]

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

MINIMUM CONTRACTOR QUALIFICATIONS STATEMENT

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

Contractor: _____

Contact: _____

Address: _____

Phone: _____ Fax: _____ Email: _____

Typical Work Description: Construction Services will include project construction site work for the Phase 6 Project improvements, including stormwater management, utilities, roadway.

Owner: VillaMar Community Development District (“CDD”)

Minimum Qualifications: Proposers for the VillaMar Community Development District projects shall have the following minimum qualifications:

- (1) Applicant will have constructed three (3) projects similar in quality and scope a minimum of \$1,000,000 in total volume construction cost over the last five (5) years.
- (2) Applicant shall be required to provide evidence of \$1,000,000 minimum bonding capacity from a Surety Company acceptable to the CDD.
- (3) Applicant is authorized to do business in the State of Florida.
- (4) Applicant is a licensed general contractor in the State of Florida and registered in Polk County.

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

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

Contractor Name

Contractor Title

Date

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT CONSTRUCTION
Schedule of Estimated Quantities and Unit Prices
Bid Summary**

CONTRACTOR	CONTRACTOR X
CLEARING & EARTHWORK	\$ _____ -
PAVING	\$ _____
STORM DRAINAGE	\$ _____
SANITARY SEWER COLLECTION SYSTEM:	\$ _____
WATER DISTRIBUTION SYSTEM:	\$ _____
TOTAL:	\$ _____
TOTAL CALENDAR DAYS TO SUBSTANTIAL COMPLETION: (see Schedule Note below) .	_____
TOTAL CALENDAR DAYS TO FINAL COMPLETION: (see Schedule Note below)	_____

The principle items of work and quantities shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The Contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is to be done. It is the Contractor's responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the work omissions in the Contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by Owner and Engineer, and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include all costs necessary to comply with the "TRENCH SAFETY ACT" and conform with all Occupational Safety and Health Administration (OSHA) regulations.

SCHEDULE NOTE: All calendar day durations indicated above include (1) timelines for shop drawing preparation, review, and approval, (2) fabrication and delivery timelines for sanitary and storm structures, and (3) procurement and delivery of all materials.

Contractor's Name: (Typed or Printed)

Address:

Name

By _____
(Signature)

Title: _____

Telephone No.: _____

Job No.

File Name:

Date:

SECTION III
TECHNICAL SPECIFICATIONS

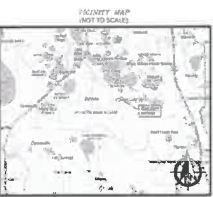
SECTION IV
REPORT OF GEOTECHNICAL EXPLORATION

7.01 A. 7. Drawings

BOUNDARY & TOPOGRAPHIC SURVEY
SECTIONS 14, 15 & 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA

PARCels LINE TABLE

LINE #	BEARING	DISTANCE
1	N 89°52'12" E	186.0
2	S 73°21'30" W	36.0
3	N 89°52'12" E	36.0
4	S 73°21'30" W	186.0
5	N 89°52'12" E	36.0
6	S 73°21'30" W	36.0
7	N 89°52'12" E	186.0
8	S 73°21'30" W	186.0
9	N 89°52'12" E	36.0
10	S 73°21'30" W	36.0
11	N 89°52'12" E	186.0
12	S 73°21'30" W	186.0
13	N 89°52'12" E	36.0
14	S 73°21'30" W	36.0
15	N 89°52'12" E	186.0
16	S 73°21'30" W	186.0
17	N 89°52'12" E	36.0
18	S 73°21'30" W	36.0
19	N 89°52'12" E	186.0
20	S 73°21'30" W	186.0
21	N 89°52'12" E	36.0
22	S 73°21'30" W	36.0
23	N 89°52'12" E	186.0
24	S 73°21'30" W	186.0
25	N 89°52'12" E	36.0
26	S 73°21'30" W	36.0
27	N 89°52'12" E	186.0
28	S 73°21'30" W	186.0
29	N 89°52'12" E	36.0
30	S 73°21'30" W	36.0
31	N 89°52'12" E	186.0
32	S 73°21'30" W	186.0
33	N 89°52'12" E	36.0
34	S 73°21'30" W	36.0
35	N 89°52'12" E	186.0
36	S 73°21'30" W	186.0



- SURVEY NOTES
- This survey was performed without the benefit of an object or the system. Therefore, it is subject to accidental misreading, mis-orientation, and displacement of record and of time, and other factors of the kind that may be subject to a competent observer or the system.
 - Boundary lines on the maps of Survey, Great Range Cartographic Systems, North American Datum of 1983 (NAD 83), as shown on the map, are based on the horizontal (1/4) of the horizontal (1/4) of Section 20, Polk County, Florida, as shown on the map.
 - Horizontal coordinates and bearings are in US Survey Feet and are based on the Florida State Plane Coordinate System, North Zone (2002) with central meridian of 82°30'00" W, zone 17N, and datum of the National Vertical Datum of 1988 (NAVDS 88).
 - Coordinate values listed are based on National Grid (NAD 83) coordinates. "E" 720" being 720.00 feet, on the National Vertical Datum of 1988 (NAVDS 88).
 - This survey shows the boundaries between the "A" and "B" tracts, as shown on the map. The boundaries between the "A" and "B" tracts are shown on the map. The boundaries between the "A" and "B" tracts are shown on the map. The boundaries between the "A" and "B" tracts are shown on the map.

PARCels CURVE TABLE

SURVEY #	ANGLE	DATA 1	ARC	CENTR	CHORD	CHORD	CHORD	CHORD	CHORD	CHORD
01	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
02	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
03	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
04	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
05	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
06	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
07	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
08	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
09	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
10	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
11	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
12	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
13	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
14	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
15	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
16	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
17	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
18	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
19	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
20	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
21	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
22	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
23	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
24	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
25	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
26	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
27	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
28	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
29	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
30	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
31	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
32	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
33	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
34	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
35	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
36	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
37	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
38	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
39	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0
40	89.8695	186.0	36.0	2.3638	183.6362	36.0	36.0	36.0	36.0	36.0

WHEEL AND ELEVATION

READ	DESCRIPTION	APPROXIMATE	HEIGHT	ELEVATION
1	REMARKS			
2	REMARKS			
3	REMARKS			
4	REMARKS			
5	REMARKS			
6	REMARKS			
7	REMARKS			
8	REMARKS			
9	REMARKS			
10	REMARKS			
11	REMARKS			
12	REMARKS			
13	REMARKS			
14	REMARKS			
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34	REMARKS			
35	REMARKS			
36	REMARKS			
37	REMARKS			
38	REMARKS			
39	REMARKS			
40	REMARKS			

ADJUSTED

STATION	ANGLE	DISTANCE	BEARING	HEIGHT	ELEVATION
1					
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Pennoni
PENNONI ASSOCIATES, INC.
1415 N. UNIVERSITY AVENUE
TALLAHASSEE, FLORIDA 32310-1100
TEL: 904.571.0000
FAX: 904.571.0000
WWW.PENNONI.COM

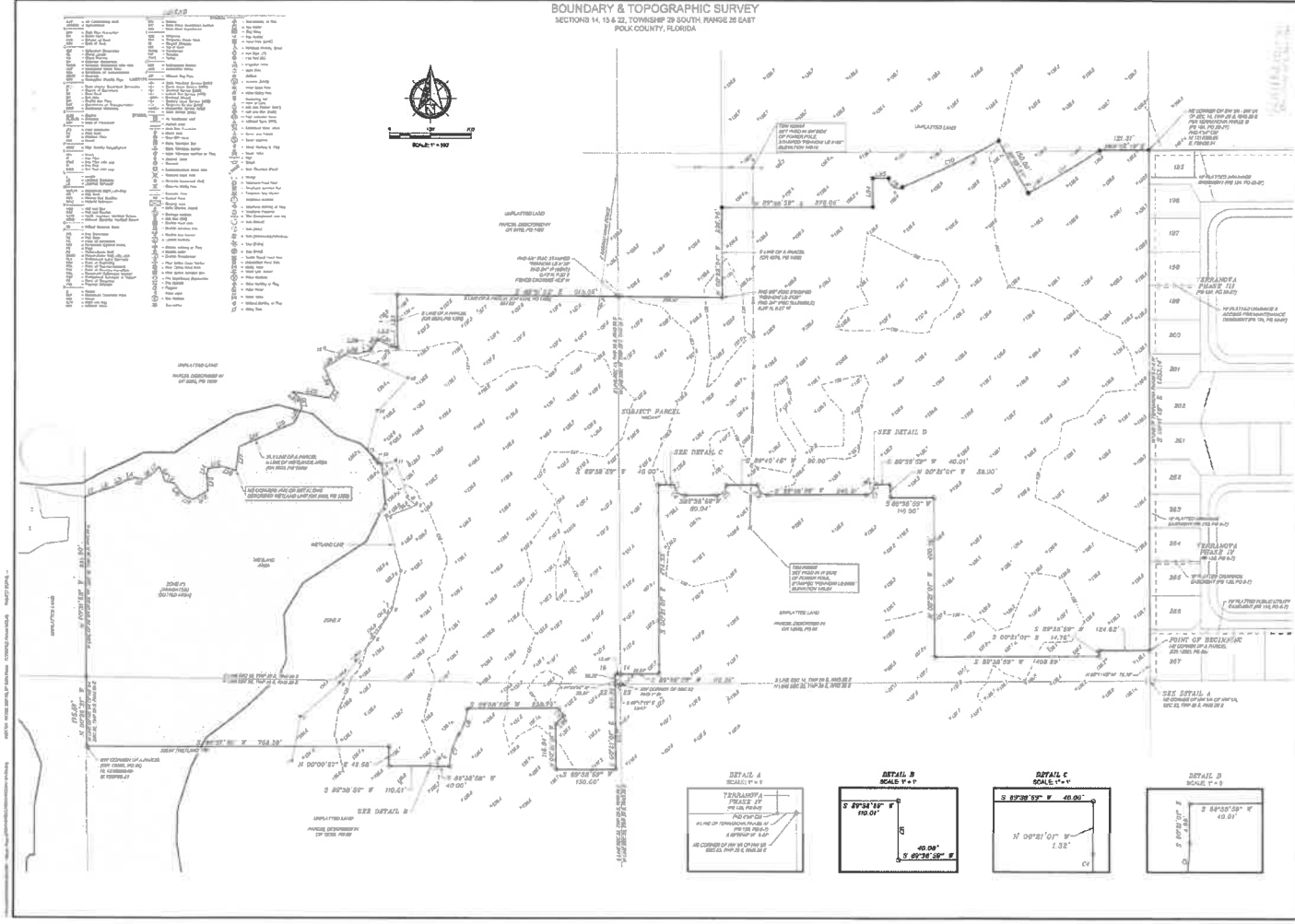
VILLAMAR PHASE 6
POLK COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY
VILLAMAR PHASE 6
POLK COUNTY, FLORIDA

PROJENY DENW22001
DATE 2023-03-20
SCALE 1" = 300'
DRAWN BY LUN
CHECKED BY RFD
V-0501
SHEET 1 OF 2

BOUNDARY & TOPOGRAPHIC SURVEY
 SECTIONS 14, 15 & 22, TOWNSHIP 28 SOUTH RANGE 23 EAST
 POLK COUNTY, FLORIDA

SYMBOL	DESCRIPTION
(Symbol)	1.00' Contour Interval
(Symbol)	2.00' Contour Interval
(Symbol)	3.00' Contour Interval
(Symbol)	4.00' Contour Interval
(Symbol)	5.00' Contour Interval
(Symbol)	6.00' Contour Interval
(Symbol)	7.00' Contour Interval
(Symbol)	8.00' Contour Interval
(Symbol)	9.00' Contour Interval
(Symbol)	10.00' Contour Interval
(Symbol)	11.00' Contour Interval
(Symbol)	12.00' Contour Interval
(Symbol)	13.00' Contour Interval
(Symbol)	14.00' Contour Interval
(Symbol)	15.00' Contour Interval
(Symbol)	16.00' Contour Interval
(Symbol)	17.00' Contour Interval
(Symbol)	18.00' Contour Interval
(Symbol)	19.00' Contour Interval
(Symbol)	20.00' Contour Interval
(Symbol)	21.00' Contour Interval
(Symbol)	22.00' Contour Interval
(Symbol)	23.00' Contour Interval
(Symbol)	24.00' Contour Interval
(Symbol)	25.00' Contour Interval
(Symbol)	26.00' Contour Interval
(Symbol)	27.00' Contour Interval
(Symbol)	28.00' Contour Interval
(Symbol)	29.00' Contour Interval
(Symbol)	30.00' Contour Interval
(Symbol)	31.00' Contour Interval
(Symbol)	32.00' Contour Interval
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(Symbol)	37.00' Contour Interval
(Symbol)	38.00' Contour Interval
(Symbol)	39.00' Contour Interval
(Symbol)	40.00' Contour Interval
(Symbol)	41.00' Contour Interval
(Symbol)	42.00' Contour Interval
(Symbol)	43.00' Contour Interval
(Symbol)	44.00' Contour Interval
(Symbol)	45.00' Contour Interval
(Symbol)	46.00' Contour Interval
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(Symbol)	69.00' Contour Interval
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(Symbol)	72.00' Contour Interval
(Symbol)	73.00' Contour Interval
(Symbol)	74.00' Contour Interval
(Symbol)	75.00' Contour Interval
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(Symbol)	77.00' Contour Interval
(Symbol)	78.00' Contour Interval
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(Symbol)	80.00' Contour Interval
(Symbol)	81.00' Contour Interval
(Symbol)	82.00' Contour Interval
(Symbol)	83.00' Contour Interval
(Symbol)	84.00' Contour Interval
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(Symbol)	86.00' Contour Interval
(Symbol)	87.00' Contour Interval
(Symbol)	88.00' Contour Interval
(Symbol)	89.00' Contour Interval
(Symbol)	90.00' Contour Interval
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(Symbol)	96.00' Contour Interval
(Symbol)	97.00' Contour Interval
(Symbol)	98.00' Contour Interval
(Symbol)	99.00' Contour Interval
(Symbol)	100.00' Contour Interval



PENNONI ASSOCIATES, INC.
 10000 W. US HWY 90, SUITE 100
 FORT WORTH, TEXAS 76133
 TEL: 817.338.0116
 FAX: 817.338.0117

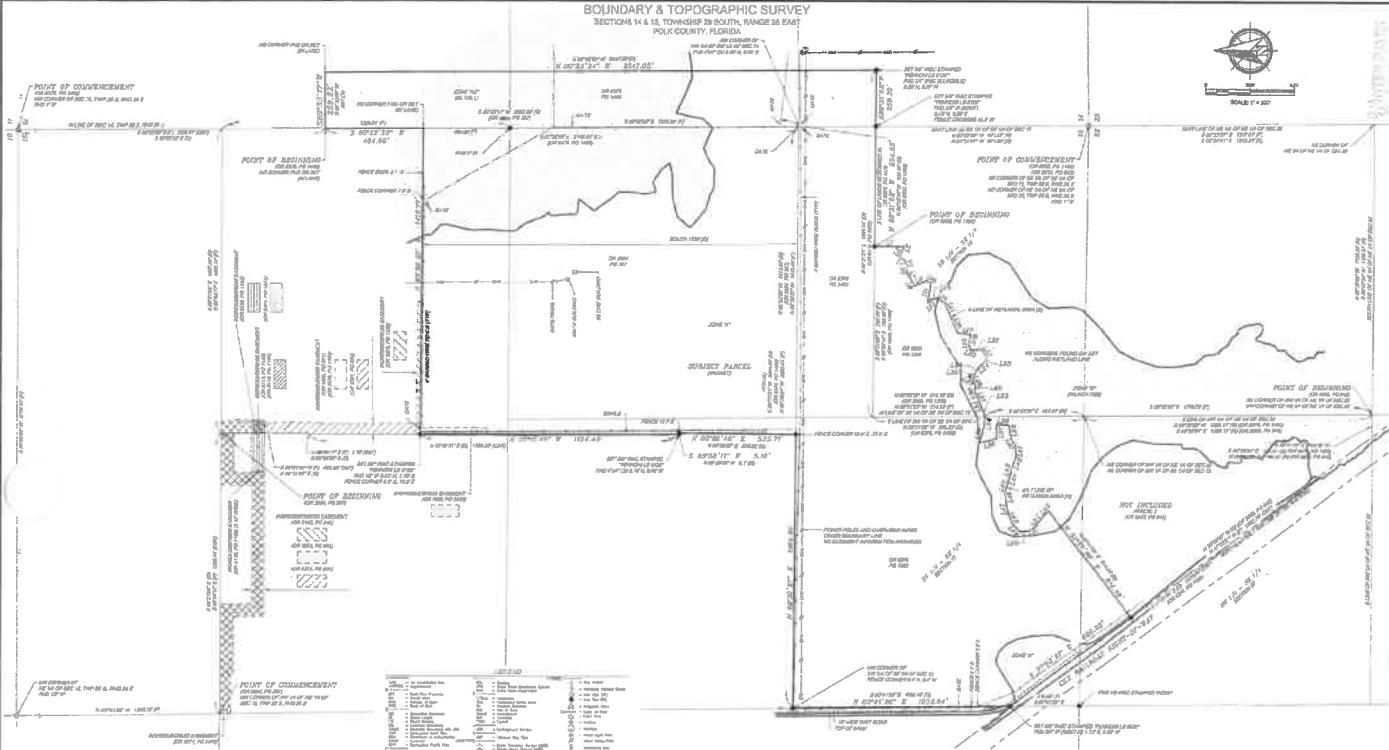
VILLAMAR PHASE 6
 POLK COUNTY, FLORIDA
 BOUNDARY & TOPOGRAPHIC SURVEY
 WOOD & ASSOCIATES ENGINEERING, LLC

NO.	DATE	DESCRIPTION
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PROJECT: DENWC22001
 DATE: 2024-03-15
 DRAWING NO.: 17-1-100
 SCALE: AS SHOWN
 SHEET: 2 OF 2

V-0502

BOUNDARY & TOPOGRAPHIC SURVEY
 SECTION 14 E, TOWNSHIP 28 SOUTH, RANGE 28 EAST
 POLK COUNTY, FLORIDA



LEGEND

- 1. Survey Lines
- 2. Property Lines
- 3. Easements
- 4. Right-of-Way
- 5. Unimproved Land
- 6. Water
- 7. Contour Lines
- 8. Spot Elevation
- 9. Utility Lines
- 10. Fences
- 11. Trees
- 12. Structures
- 13. Other

LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
1	S 89° 41' 20" W	150.00	10	S 89° 41' 20" W	150.00	19	S 89° 41' 20" W	150.00	28	S 89° 41' 20" W	150.00	37	S 89° 41' 20" W	150.00
2	S 89° 41' 20" W	150.00	11	S 89° 41' 20" W	150.00	20	S 89° 41' 20" W	150.00	29	S 89° 41' 20" W	150.00	38	S 89° 41' 20" W	150.00
3	S 89° 41' 20" W	150.00	12	S 89° 41' 20" W	150.00	21	S 89° 41' 20" W	150.00	30	S 89° 41' 20" W	150.00	39	S 89° 41' 20" W	150.00
4	S 89° 41' 20" W	150.00	13	S 89° 41' 20" W	150.00	22	S 89° 41' 20" W	150.00	31	S 89° 41' 20" W	150.00	40	S 89° 41' 20" W	150.00
5	S 89° 41' 20" W	150.00	14	S 89° 41' 20" W	150.00	23	S 89° 41' 20" W	150.00	32	S 89° 41' 20" W	150.00	41	S 89° 41' 20" W	150.00
6	S 89° 41' 20" W	150.00	15	S 89° 41' 20" W	150.00	24	S 89° 41' 20" W	150.00	33	S 89° 41' 20" W	150.00	42	S 89° 41' 20" W	150.00
7	S 89° 41' 20" W	150.00	16	S 89° 41' 20" W	150.00	25	S 89° 41' 20" W	150.00	34	S 89° 41' 20" W	150.00	43	S 89° 41' 20" W	150.00
8	S 89° 41' 20" W	150.00	17	S 89° 41' 20" W	150.00	26	S 89° 41' 20" W	150.00	35	S 89° 41' 20" W	150.00	44	S 89° 41' 20" W	150.00
9	S 89° 41' 20" W	150.00	18	S 89° 41' 20" W	150.00	27	S 89° 41' 20" W	150.00	36	S 89° 41' 20" W	150.00	45	S 89° 41' 20" W	150.00



BOWEN PARCELS AT VILLAMAR
 POLK COUNTY, FLORIDA

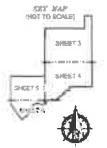
BOUNDARY & TOPOGRAPHIC SURVEY

MARCO DEV, LLC

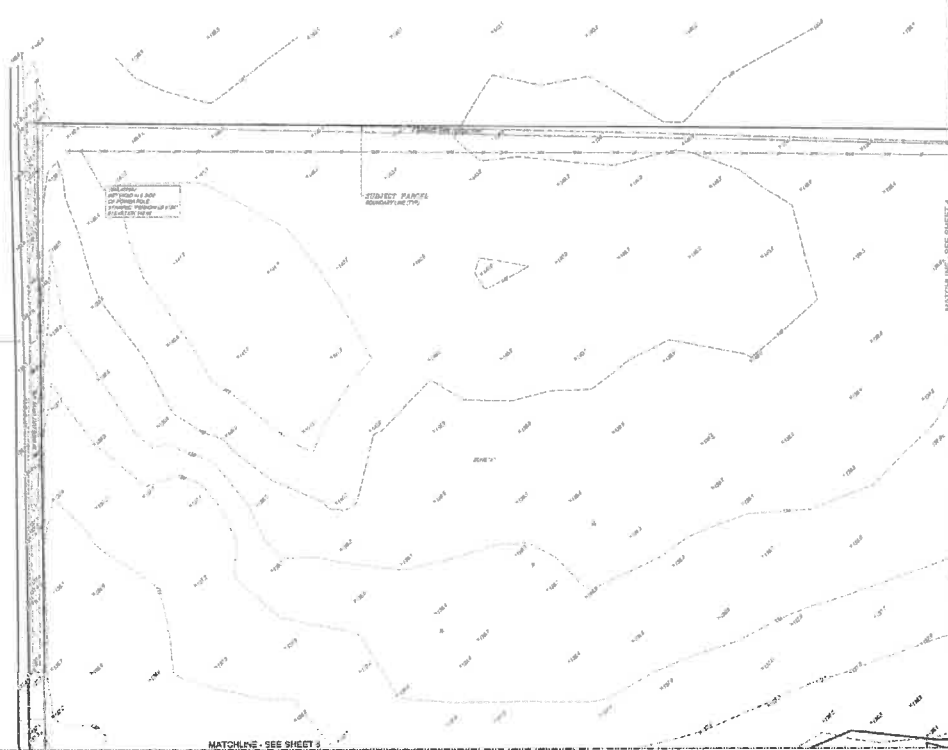
NO.	DATE	REVISION

PROJECT: VMAR02001
 DATE: 08/05/20
 DRAWING SCALE: 1" = 200'
 DRAWN BY: LMS
 APPROVED BY: [Signature]
V-0302
 SHEET 2 OF 6

BOUNDARY & TOPOGRAPHIC SURVEY
 SECTIONS 14 & 15, TOWNSHIP 25 SOUTH RANGE 24 EAST
 POLK COUNTY, FLORIDA

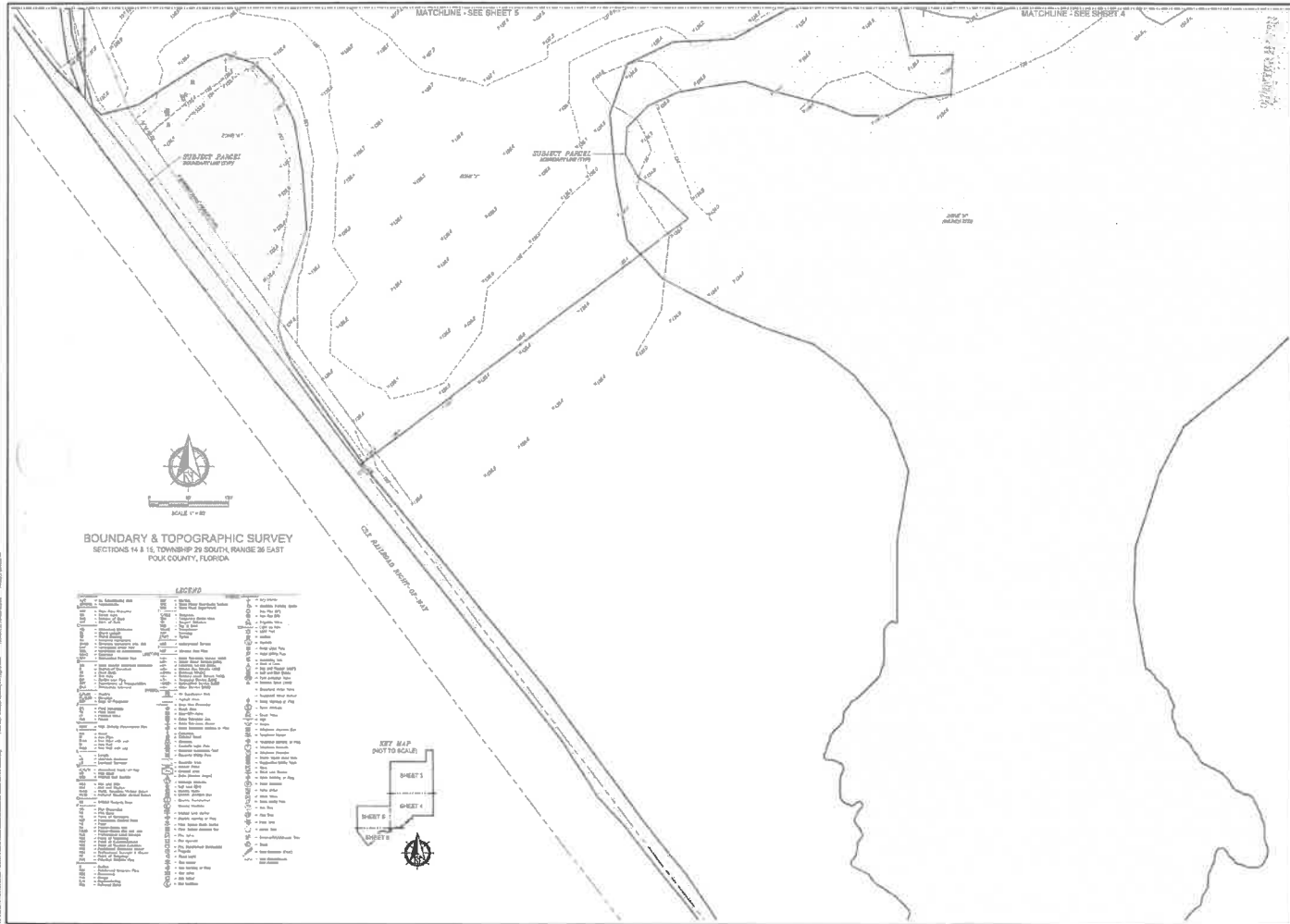


NO.	DESCRIPTION	DATE
1	Survey of Section 14 and 15, Township 25 South, Range 24 East, Polk County, Florida, for Bowen Parcels at Villamar.	02/20/10
2	Revised survey showing boundary and topographic features.	03/02/10
3	Final boundary and topographic survey.	03/02/10



BOWEN PARCELS AT VILLAMAR
 POLK COUNTY, FLORIDA
 BOUNDAR & TOPOGRAPHIC SURVEY
 PENNONI ASSOCIATES, INC.
 1100 N. W. 10th St., Suite 200
 Ft. Lauderdale, FL 33304
 TEL: (954) 340-1111
 FAX: (954) 340-1112

PROJECT:	VMAR021001
DATE:	03/02/10
GRAPHIC SCALE:	1" = 40'
DRAWN BY:	JRM
CHECKED BY:	JRM
APPROVED BY:	JRM
V-0305	
SHEET 3 OF 8	



BOUNDARY & TOPOGRAPHIC SURVEY
 SECTIONS 14 & 15, TOWNSHIP 29 SOUTH, RANGE 28 EAST
 POLK COUNTY, FLORIDA



LEGEND

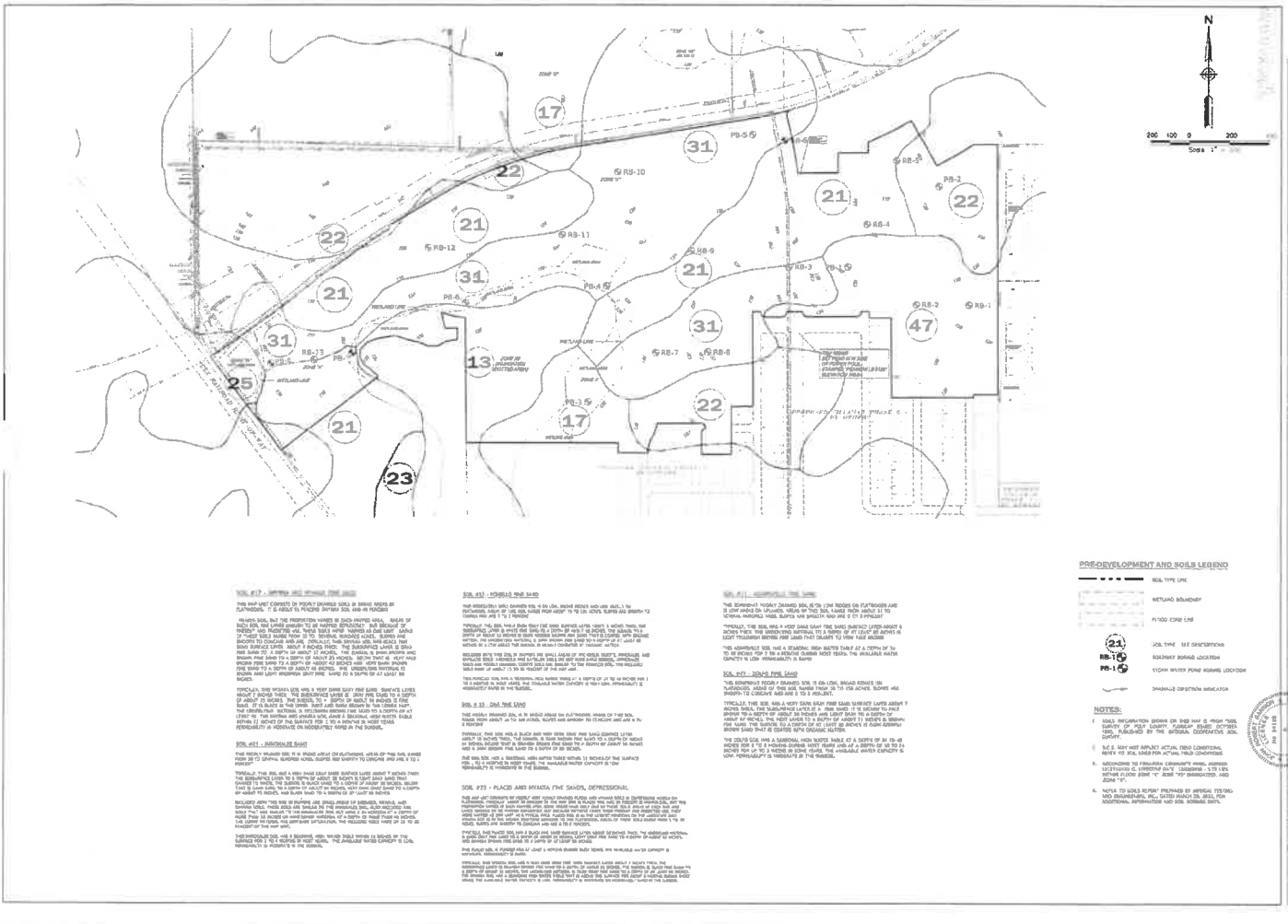
<ul style="list-style-type: none"> 1. Boundary Lines 2. Contours 3. Spot Elevation 4. Easements 5. Right-of-Way 6. Utility Lines 7. Structures 8. Fences 9. Roads 10. Water Features 11. Wetlands 12. Other Features 	<ul style="list-style-type: none"> 1. Boundary Lines 2. Contours 3. Spot Elevation 4. Easements 5. Right-of-Way 6. Utility Lines 7. Structures 8. Fences 9. Roads 10. Water Features 11. Wetlands 12. Other Features
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BOWEN PARCELS AT VILLAMAR
 POLK COUNTY, FLORIDA
BOUNDARY & TOPOGRAPHIC SURVEY
 VIMAR DEL, LLC

PROJECT	VIMAR02-1001
DATE	2024-01-12
DRAWING SCALE	1" = 80'
DRAWN BY	LAD
APPROVED BY	SFC

V-0306
 SHEET 6 OF 8



SOIL #17 - SANDY SILT CLAY

THIS SOIL TYPE OCCURS IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION.

SOIL #21 - SANDY SILT CLAY

THIS SOIL TYPE OCCURS IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION.

SOIL #22 - SANDY SILT CLAY

THIS SOIL TYPE OCCURS IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION.

SOIL #23 - SANDY SILT CLAY

THIS SOIL TYPE OCCURS IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION.

SOIL #24 - SANDY SILT CLAY

THIS SOIL TYPE OCCURS IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION.

SOIL #25 - SANDY SILT CLAY

THIS SOIL TYPE OCCURS IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION. IT IS A HEAVY TO VERY HEAVY SOIL AND IS FOUND IN THE SANDY SILT CLAY SOILS OF THE SUBDIVISION.

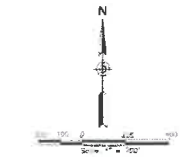
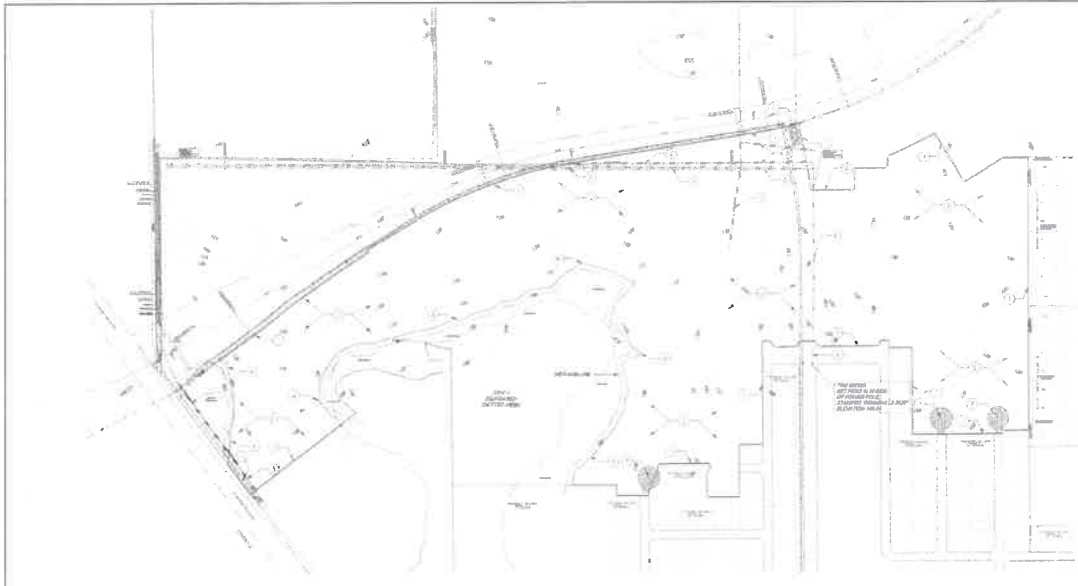
PRE-DEVELOPMENT AND SOILS LEGEND

	WETLAND BOUNDARY
	1-FOOT CONTOUR LINE
	SOIL TYPE (SEE DESCRIPTION)
	ROADWAY BORER LOCATION
	100MM WATER POND BORER LOCATION
	SHADELUX DEPRESSION INDICATOR

NOTES

1. SOIL INFORMATION BASED ON DATA FROM THE SURVEY OF THE SUBDIVISION. SOILS ARE CLASSIFIED AS PER THE SOILS OF FLORIDA, 1984 EDITION, AS REVISED BY THE SOILS OF FLORIDA, 2004 EDITION.
2. SOILS ARE NOT MEANT TO BE USED AS A BASIS FOR DESIGN OR CONSTRUCTION WITHOUT CONSULTATION WITH A LICENSED PROFESSIONAL ENGINEER.
3. SOILS ARE NOT MEANT TO BE USED AS A BASIS FOR DESIGN OR CONSTRUCTION WITHOUT CONSULTATION WITH A LICENSED PROFESSIONAL ENGINEER.
4. SOILS ARE NOT MEANT TO BE USED AS A BASIS FOR DESIGN OR CONSTRUCTION WITHOUT CONSULTATION WITH A LICENSED PROFESSIONAL ENGINEER.

WILLIAMS PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, POLK COUNTY, STATE OF FLORIDA
 WOOD & ASSOCIATES
 ENGINEERS & ARCHITECTS
 1000 W. WINTER HAVEN BLVD., SUITE 200
 WINTER HAVEN, FLORIDA 33884
 APR 15 2014
 SOILS & PRE-DEVELOPMENT PLAN
 4.0



N.P.D.E.S. PERMITTING

- 1. THE PROJECT HAS OBTAINED THE NECESSARY PERMITS FROM THE N.P.D.E.S. (NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL AND NATURE RESOURCES) AND THE LOCAL GOVERNMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.

DEMOLITION LEGEND & NOTES

- 1. EXISTING FENCE
- 2. DOUBLE ROW STAKED SET FENCE
- 3. ZERO FENCE
- 4. METAL SET FENCE
- 5. GALVANIZED STEEL FENCE
- 6. EXISTING FENCE WITH PROJECT BOUNDARY AND FENCE NOTES
- 7. EXISTING FENCE WITH FENCE ADJACENT TO ALL UTILITIES AND/OR STREETS OR WETLANDS
- 8. EXISTING FENCE WITH FENCE ADJACENT TO ALL UTILITIES AND/OR STREETS OR WETLANDS
- 9. EXISTING FENCE WITH FENCE ADJACENT TO ALL UTILITIES AND/OR STREETS OR WETLANDS
- 10. EXISTING FENCE WITH FENCE ADJACENT TO ALL UTILITIES AND/OR STREETS OR WETLANDS

SEE SHEET 3.0 FOR GENERAL NOTES, DETAILS & LEGENDS

GENERAL NOTE:
THE CONTRACTOR IS TO USE SATURATED SANDSTONE EQUIPMENT IN ANY AREA WITH AN EXISTING SANDSTONE FENCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.

EXISTING UTILITIES NOTES:
IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL EXISTING UTILITIES AND DETERMINE THEIR DEPTHS AND LOCATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OBTAINING AND MAINTAINING ALL NECESSARY PERMITS THROUGHOUT THE PROJECT.

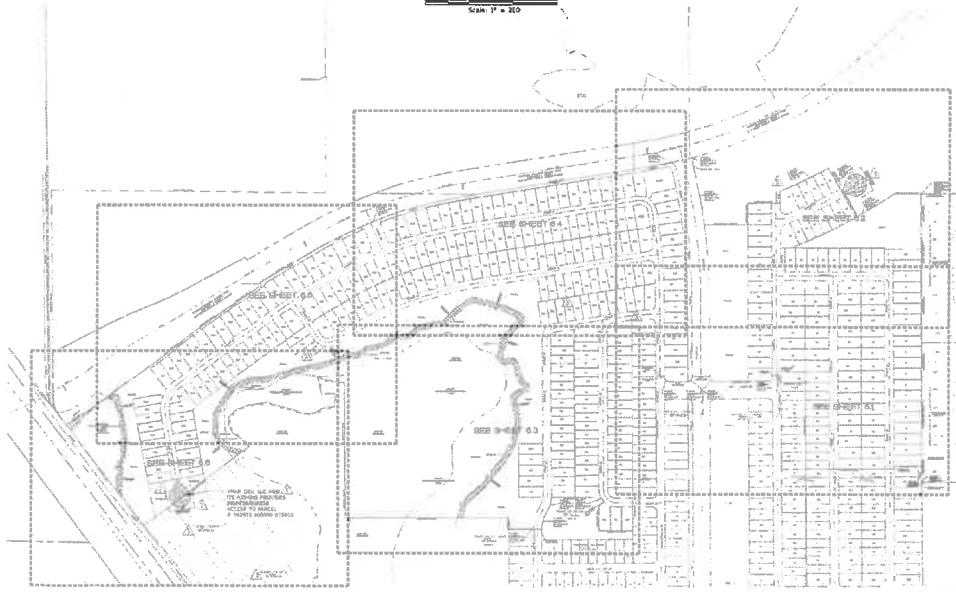
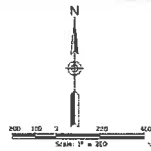
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WOOD & ASSOCIATES, INC.
1111 W. WOOD STREET, SUITE 100, WOODBRIDGE, VA 22191
TEL: 703-595-1111
WWW.WOODANDASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION

DEMOLITION & SWPP PLAN

5.0



KEY MAP - GENERAL LOT LAYOUT
SCALE: 1" = 200'

STREET LIGHTING NOTES
STREET LIGHTING SHALL BE PROVIDED ACCORDING TO THE CITY OF WINTER HAVENS STANDARD SPECIFICATIONS FOR STREET LIGHTING (2018 EDITION).
THOSE REQUIREMENTS SHALL BE MET AT THE TIME THE HOMEOWNER DEVELOPMENT IS COMPLETED.

WETLANDS AREAS NOTE
WETLANDS AREAS ARE SHOWN ON THE KEY MAP AND ARE SUBJECT TO THE CITY OF WINTER HAVENS STANDARD SPECIFICATIONS FOR WETLANDS (2018 EDITION).
HOMEOWNER SHALL OBTAIN A PERMIT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR ANY WETLANDS AREAS THAT ARE TO BE DISTURBED.

SEE SHEET 6.7 FOR BOUNDARY AND CURVE TABLES
SEE SHEET 6.9 FOR DETAIL OF CITY OF WINTER HAVENS CLEAR VISIBILITY TRIANGLE REQUIREMENTS, TYPICAL 12 PUBLIC UTILITY EASEMENT AND TYPICAL LOT LAYOUTS

STREET NAMES

STREET 1A	TO BE DETERMINED
STREET 1B	TO BE DETERMINED
STREET 1C	TO BE DETERMINED
STREET 1D	TO BE DETERMINED
STREET 1E	TO BE DETERMINED
STREET 1F	TO BE DETERMINED
STREET 2A	TO BE DETERMINED
STREET 2B	TO BE DETERMINED
STREET 2C	TO BE DETERMINED
STREET 2D	TO BE DETERMINED
STREET 2E	TO BE DETERMINED
STREET 2F	TO BE DETERMINED

PHASE 6 TRACT USAGE TABLE

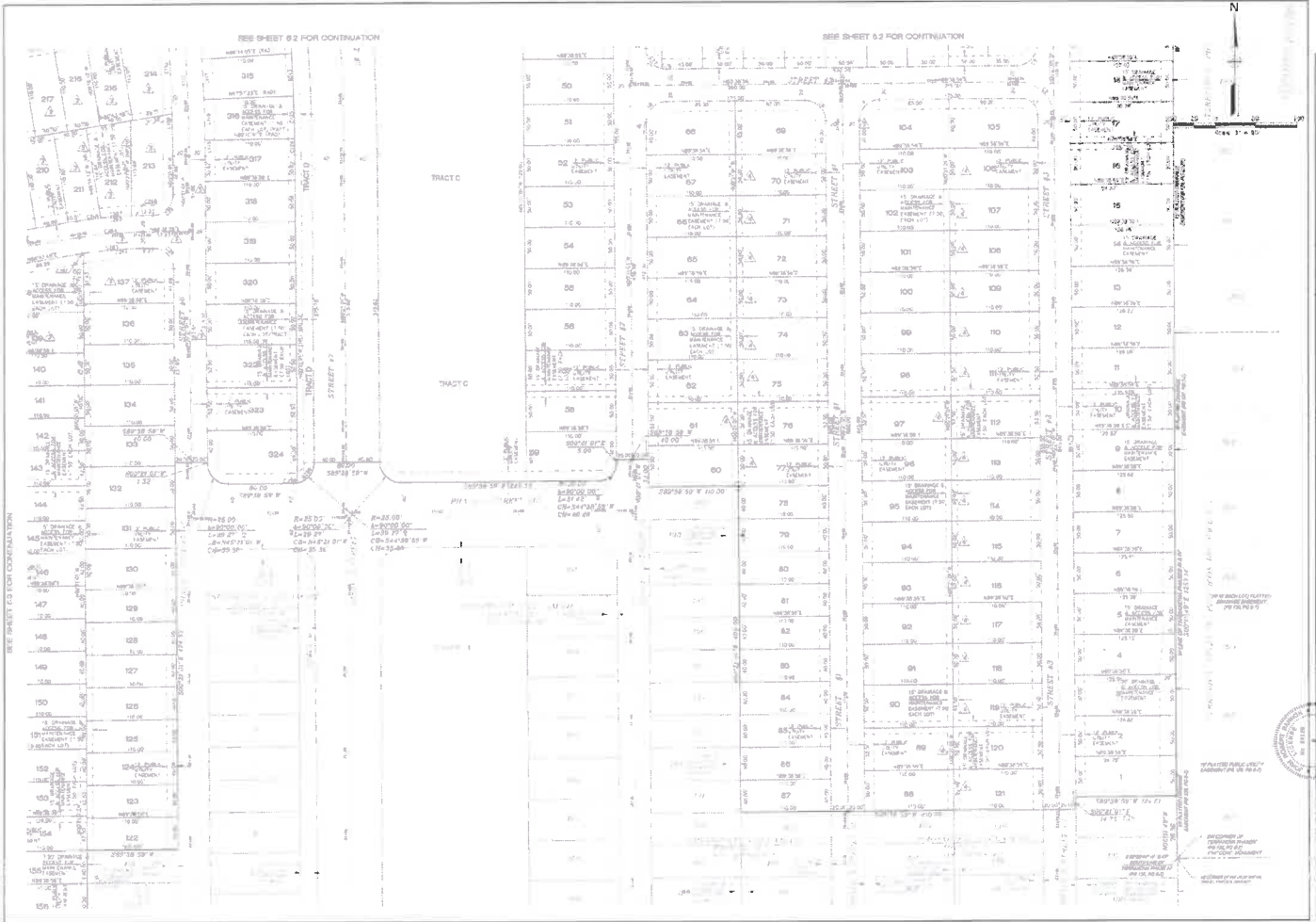
- TRACTS 1, 2, 3, 4, 5, AND 6 ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENTIAL DEVELOPMENT SUBJECT TO THE CITY OF WINTER HAVENS STANDARD SPECIFICATIONS FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT (2018 EDITION).
- TRACTS 1, 2, 3, 4, 5, AND 6 ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENTIAL DEVELOPMENT SUBJECT TO THE CITY OF WINTER HAVENS STANDARD SPECIFICATIONS FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT (2018 EDITION).
- TRACTS 1, 2, 3, 4, 5, AND 6 ARE TO BE DEVELOPED AS SINGLE-FAMILY RESIDENTIAL DEVELOPMENT SUBJECT TO THE CITY OF WINTER HAVENS STANDARD SPECIFICATIONS FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENT (2018 EDITION).
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WOOD & ASSOCIATES, INC.
PLANNING AND ENGINEERING

VILLAMAR - PHASE 6 SUBDIVISION
CITY OF WINTER HAVENS, FLORIDA
PUBLIC UTILITY EASEMENT AND TYPICAL LOT LAYOUT

DATE: JAN 24, 2023

6.0



SEE SHEET 02 FOR CONTINUATION

SEE SHEET 03 FOR CONTINUATION

N

Scale 1" = 60'

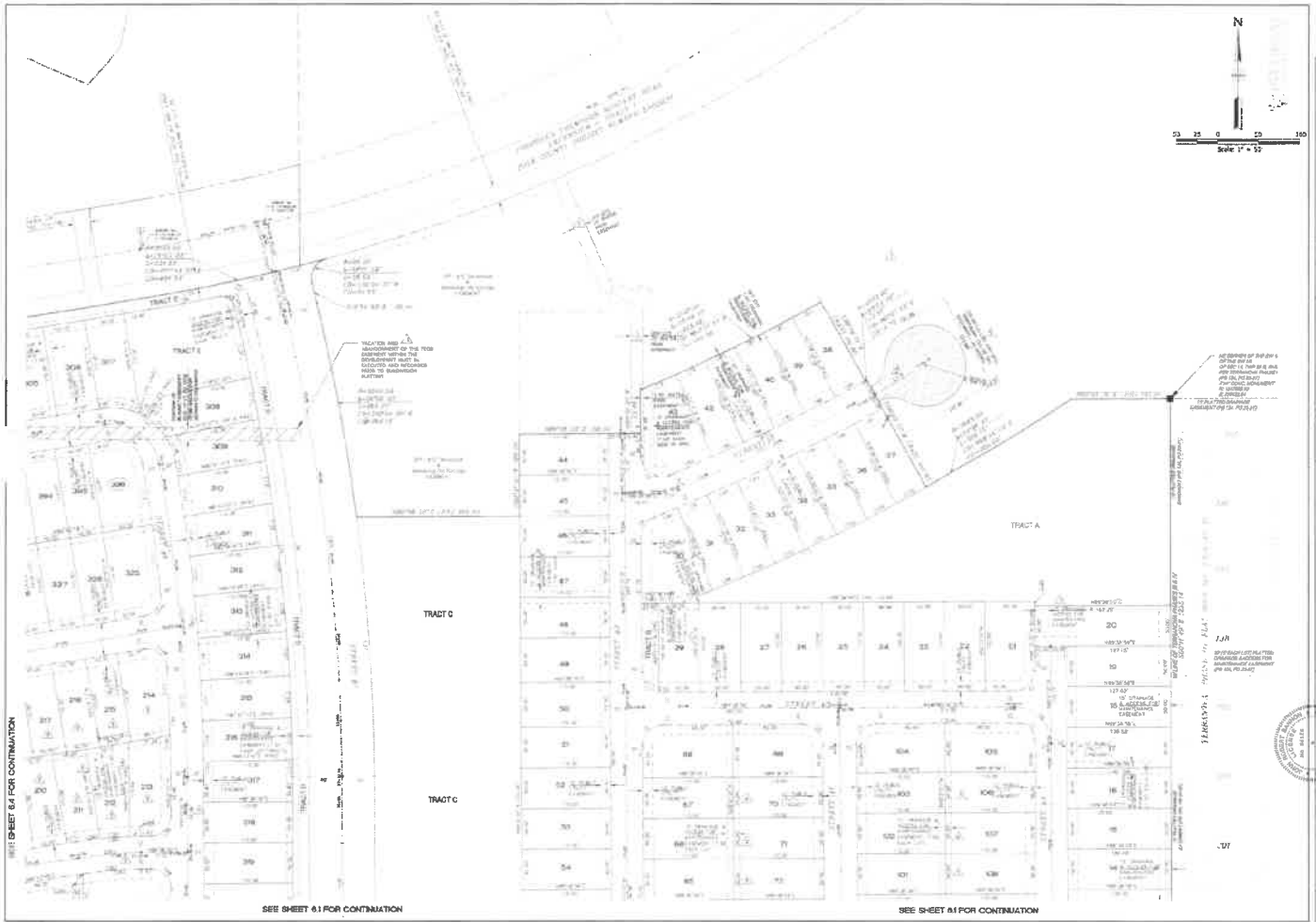
WOOD & ASSOCIATES
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10000 W. BOYD AVENUE
SUITE 100
FORT WORTH, TEXAS 76137
TEL: 817-335-1100
FAX: 817-335-1101
WWW.WOOD-ARCHITECTS.COM

VILLAGES PHASE 6
SUBDIVISION

CITY OF WINTER HAVEN
POLK COUNTY, STATE OF FLORIDA

GENERAL LOT LAYOUT

6.1



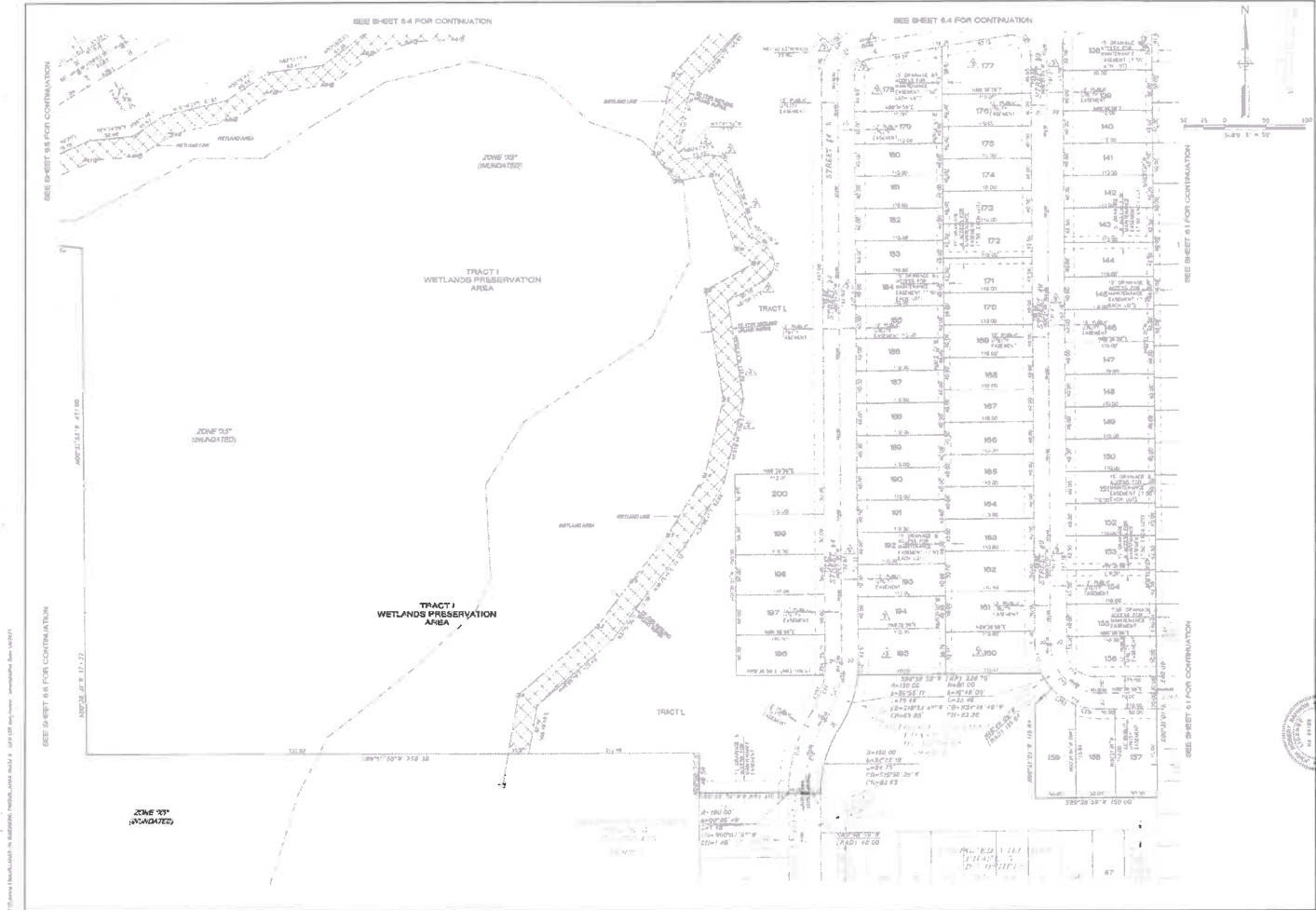
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 1100 N. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1100
 Fax: (954) 561-1101
 www.woodandassociates.com

**VILLAMAR - PHASE 6
 SUBDIVISION**

CITY OF WINTER HAVEN,
 HOSK COUNTY, STATE OF FLORIDA

GENERAL
 LOT LAYOUT

6.2



PREPARED BY: **WOOD & ASSOCIATES**
 1000 W. UNIVERSITY BLVD., SUITE 100
 TAMPA, FL 33606
 PHONE: 813-288-1111
 FAX: 813-288-1112
 WWW: WWW.WOODANDASSOCIATES.COM

PROJECT: **VILLAMAR - PHASE 6 SUBDIVISION**
 CITY OF TAMPA, FLORIDA
 POLK COUNTY, STATE OF FLORIDA

SHEET: **6.3**
 DATE: **08/14/10**

GENERAL LOT LAYOUT



City of Winter Haven, Florida, Planning Department, Page 1 of 10, 1/21/2014, 10:00 AM

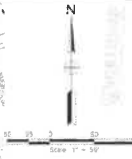
PREPARED BY: [Name]
 CHECKED BY: [Name]
 DATE: [Date]

WOOD
 ENGINEERS & ARCHITECTS, INC.
 1100 S. WINTER AVENUE, SUITE 100
 WINTER HAVEN, FLORIDA 33909
 PHONE: 888-888-8888
 FAX: 888-888-8888

VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN
 POLY COUNTY, STATE OF FLORIDA

GENERAL LOT LAYOUT
 6.4

FOR PLOT INFORMATION AND DIMENSIONS REFER TO SHEET 6.5 FOR CONTINUATION



SEE SHEET 6.4 FOR CONTINUATION

SEE SHEET 6.5 FOR CONTINUATION

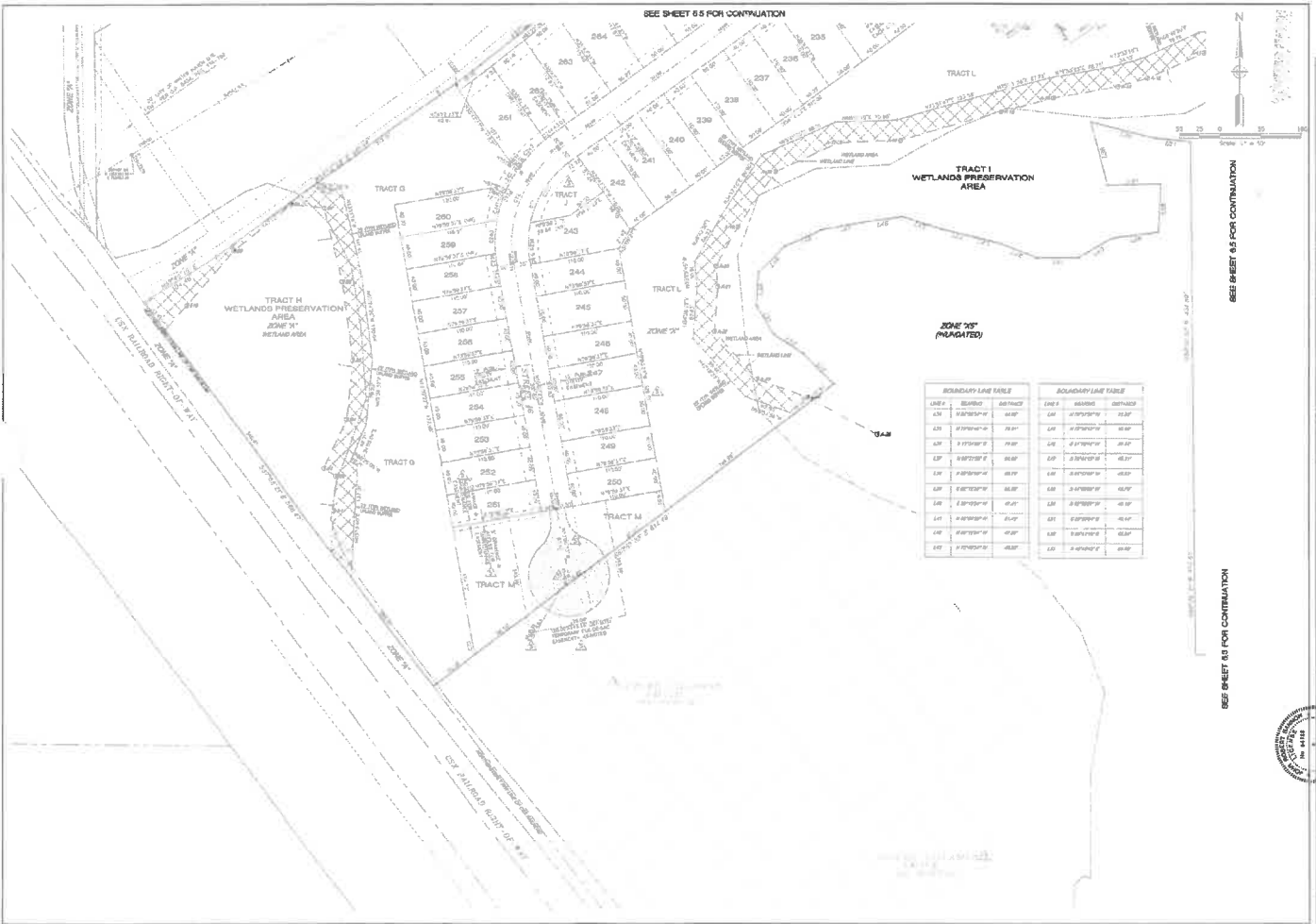
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 1000 W. UNIVERSITY BLVD., SUITE 100
 GAITHERSBURG, MD 20878
 (301) 948-1000
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VILLAS - PHASE 6 SUBDIVISION
 CITY OF WINDLE HAVEN
 POLK COUNTY, FLORIDA

GENERAL LOT LAYOUT

SHEET 6.5

SEE SHEET 6.5 FOR CONTINUATION



SEE SHEET 6.5 FOR CONTINUATION

SEE SHEET 6.6 FOR CONTINUATION

BOUNDARY LINE TABLE			BOUNDARY LINE TABLE		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
101	S 89° 59' 58" W	10.00'	104	S 89° 59' 58" W	10.00'
102	S 89° 59' 58" W	10.00'	105	S 89° 59' 58" W	10.00'
103	S 89° 59' 58" W	10.00'	106	S 89° 59' 58" W	10.00'
107	S 89° 59' 58" W	10.00'	108	S 89° 59' 58" W	10.00'
109	S 89° 59' 58" W	10.00'	109	S 89° 59' 58" W	10.00'
110	S 89° 59' 58" W	10.00'	110	S 89° 59' 58" W	10.00'
111	S 89° 59' 58" W	10.00'	111	S 89° 59' 58" W	10.00'
112	S 89° 59' 58" W	10.00'	112	S 89° 59' 58" W	10.00'
113	S 89° 59' 58" W	10.00'	113	S 89° 59' 58" W	10.00'
114	S 89° 59' 58" W	10.00'	114	S 89° 59' 58" W	10.00'
115	S 89° 59' 58" W	10.00'	115	S 89° 59' 58" W	10.00'

PREPARED BY: WOOD & COMPANY, INC.
 1100 W. UNIVERSITY BLVD., SUITE 100
 TAMPA, FL 33606
 PHONE: (813) 288-1100
 FAX: (813) 288-1101
 WWW: WWW.WOODCOMPANY.COM

WOOD & COMPANY, INC.
 SURVEYORS
 LICENSE NO. 11000
 EXPIRES 12/31/2018

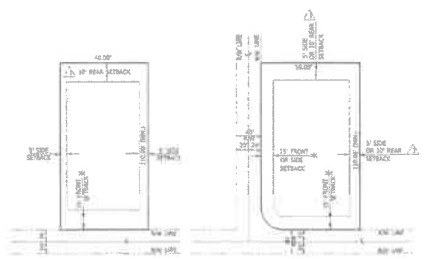
VILLAMAR - PHASE 6
SUBDIVISION
 CITY OF WHITE HAVEN,
 POLK COUNTY, STATE OF FLORIDA

DATE: JAN 24 2018
 TIME: 10:00 AM
 BY: [Signature]
 TITLE: SURVEYOR

GENERAL LOT LAYOUT
 6.6

Survey Data					Survey Data					Survey Data					Survey Data					Survey Data					Survey Data										
Station	Length	Bearing	Delta	Chord Length	Chord Bearing	Station	Length	Bearing	Delta	Chord Length	Chord Bearing	Station	Length	Bearing	Delta	Chord Length	Chord Bearing	Station	Length	Bearing	Delta	Chord Length	Chord Bearing	Station	Length	Bearing	Delta	Chord Length	Chord Bearing						
1	10.00	S 00° 00' 00" W	10.00	10.00	S 00° 00' 00" W	2	10.00	S 00° 00' 00" W	10.00	10.00	S 00° 00' 00" W	3	10.00	S 00° 00' 00" W	10.00	10.00	S 00° 00' 00" W	4	10.00	S 00° 00' 00" W	10.00	10.00	S 00° 00' 00" W	5	10.00	S 00° 00' 00" W	10.00	10.00	S 00° 00' 00" W	6	10.00	S 00° 00' 00" W	10.00	10.00	S 00° 00' 00" W

WILLAMAR - PHASE 5
 SUBDIVISION
 CITY OF WORTHINGTON,
 POLK COUNTY, STATE OF IOWA



TYPICAL LOT LAYOUT

TYPICAL CORNER LOT

TYPICAL 30' LOT LAYOUT DETAILS
* PER FIG. 6.05 (3) (1) THE MINIMUM SETBACK FOR A FENCED-GARAGE IS 25'.
* THE MINIMUM SETBACK FOR THE FRONT PORCH IS 15'.
* THE MINIMUM SETBACK FOR THE SIDE PORCH IS 10'.

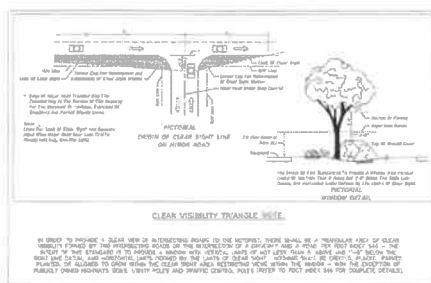
BUILDING SETBACK NOTE
ALL BUILDING SETBACKS SHALL BE MEASURED FROM THE EXISTING GROUND SURFACE TO THE CENTERLINE OF THE FRONT PORCH, SIDE PORCH OR GARAGE.



TYPICAL LOT LAYOUT

TYPICAL CORNER LOT

TYPICAL 30' LOT LAYOUT DETAILS
* PER FIG. 6.05 (3) (1) THE MINIMUM SETBACK FOR A FENCED-GARAGE IS 25'.
* THE MINIMUM SETBACK FOR THE FRONT PORCH IS 15'.
* THE MINIMUM SETBACK FOR THE SIDE PORCH IS 10'.

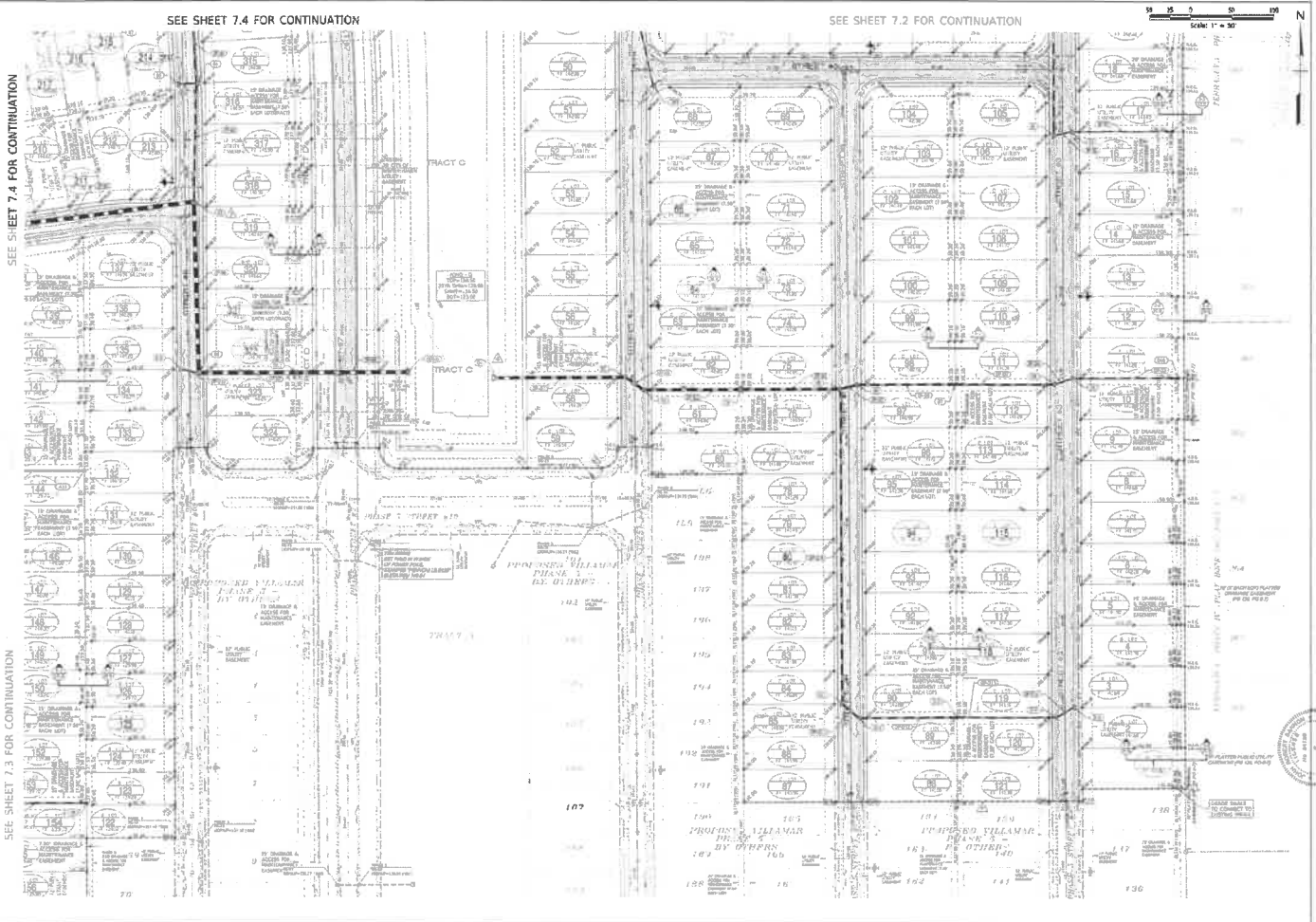


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 ARCHITECTS
 1111 W. WASHINGTON AVE., SUITE 100
 TAMPA, FL 33606
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**VILLAMAR - PHASE 6
 SUBDIVISION**
 CITY OF WINTER HAVEN
 POLK COUNTY, STATE OF FLORIDA

GENERAL LOT LAYOUT
 SHEET 6.8

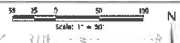
APPROVED
 MAY 14 2018



SEE SHEET 7.4 FOR CONTINUATION

SEE SHEET 7.3 FOR CONTINUATION

SEE SHEET 7.2 FOR CONTINUATION



VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF WINTER HAVEN,
 POLK COUNTY, STATE OF FLORIDA

GRADING & DRAINAGE PLAN
 7.1

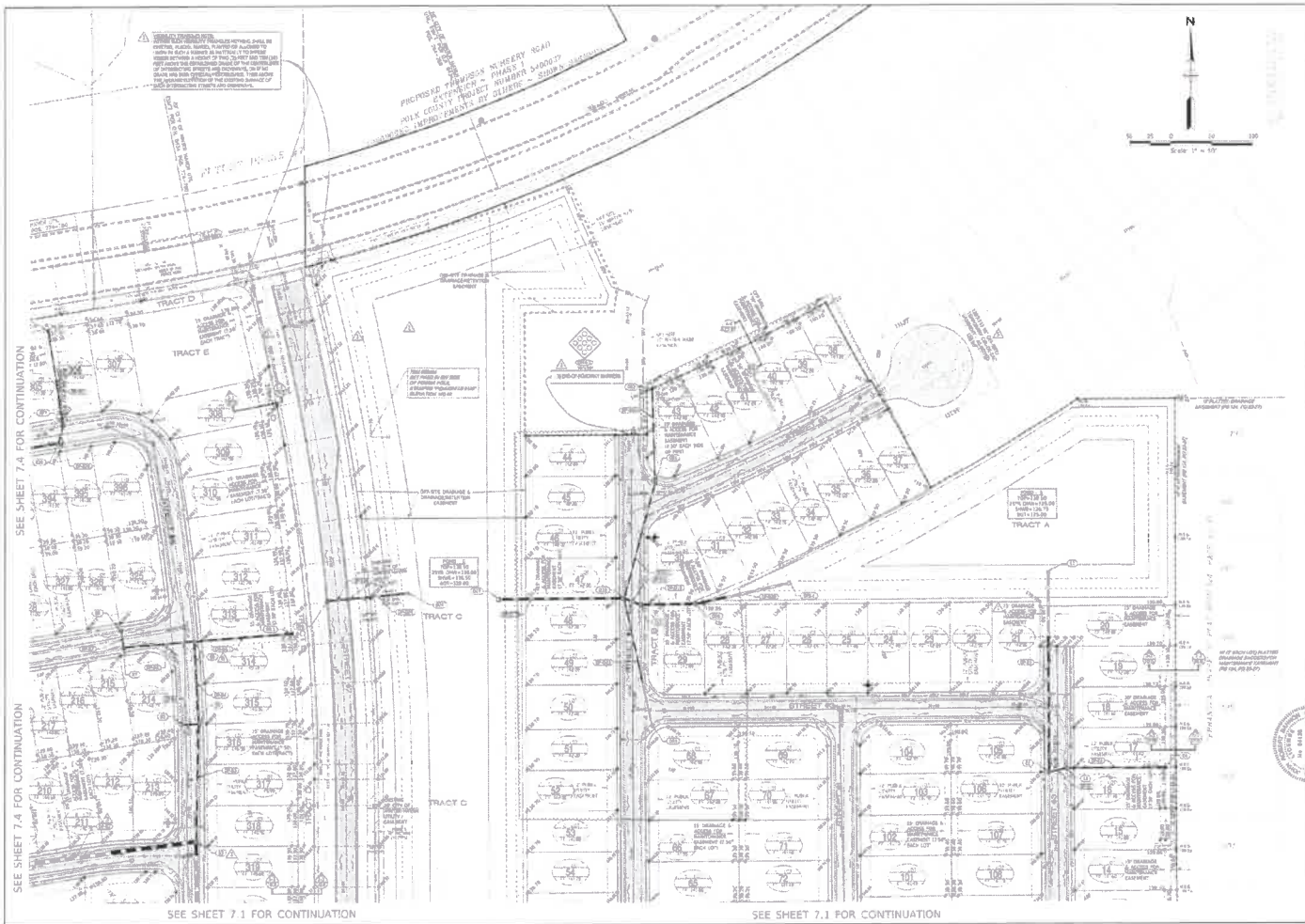
WOOD & ASSOCIATES
 ENGINEERS
 1100 W. WINTER HAVEN BOULEVARD
 WINTER HAVEN, FL 33880
 PHONE: 888-333-3333
 FAX: 888-333-3333
 WWW.WOOD-ENGINEERS.COM

DATE: 11/11/11
 DRAWN BY: J. WOOD
 CHECKED BY: J. WOOD
 PROJECT NO.: 11-001

I hereby certify that I am a duly Licensed Professional Engineer in the State of Florida, License No. 11000, and that I am the author of the design shown on this plan.

DAN J. WOOD
 PROFESSIONAL ENGINEER
 STATE OF FLORIDA

DATE PLOTTED: 11/11/2014 10:58:58 AM



SEE SHEET 7.4 FOR CONTINUATION

SEE SHEET 7.4 FOR CONTINUATION

SEE SHEET 7.1 FOR CONTINUATION

SEE SHEET 7.1 FOR CONTINUATION

PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 SHEET: 7.2
 DATE: 11/11/2014
 DRAWN BY: J. B. WOOD
 CHECKED BY: J. B. WOOD
 PROJECT NO.: 14-0015

WOOD & ASSOCIATES
 ENGINEERS & ARCHITECTS
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 Ft. Lauderdale, FL 33304
 TEL: (954) 575-1100
 FAX: (954) 575-1101
 WWW: WWW.WOOD-AND-ASSOCIATES.COM

APPROVED FOR THE CITY OF WEST PALM BEACH
 CITY OF WEST PALM BEACH
 PUBLIC WORKS DEPARTMENT
 1000 N. W. 11th St., Suite 100
 Ft. Lauderdale, FL 33304
 TEL: (561) 861-1000
 FAX: (561) 861-1001
 WWW: WWW.CITYOFWESTPALMBEACH.COM

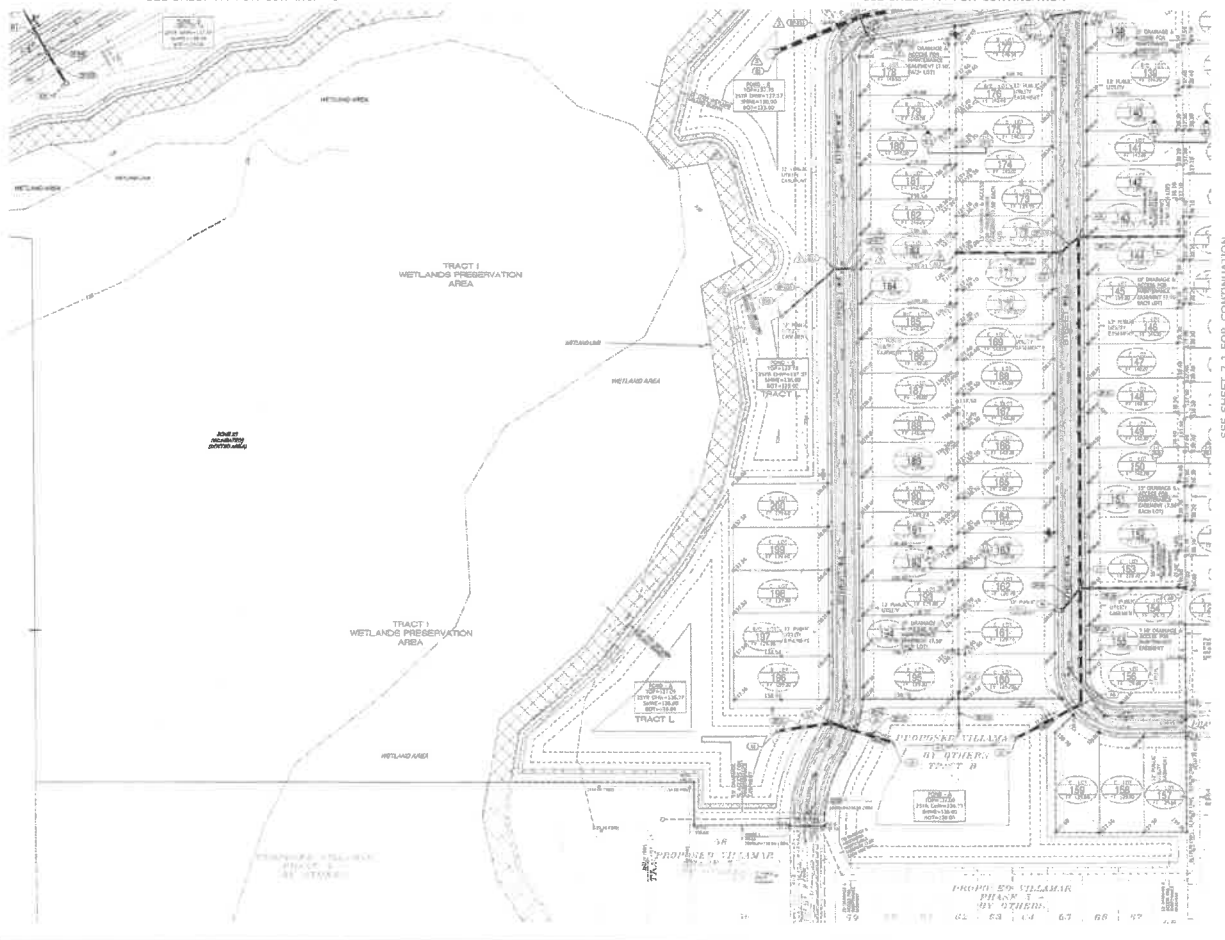
GRADING & DRAINAGE PLAN
 7.2

SEE SHEET 7.5 FOR CONTINUATION

SEE SHEET 7.4 FOR CONTINUATION

SEE SHEET 7.4 FOR CONTINUATION

Scale: 1" = 20'



SEE SHEET 7.3 FOR CONTINUATION

File Name: I:\subdivisions\18\180302\180302.dwg Date: 10/15/2018 10:00:00 AM User: jay@woodward-clark.com

NO.	DATE	DESCRIPTION
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2	10/15/2018	ISSUED FOR PERMITTING
3	10/15/2018	ISSUED FOR PERMITTING



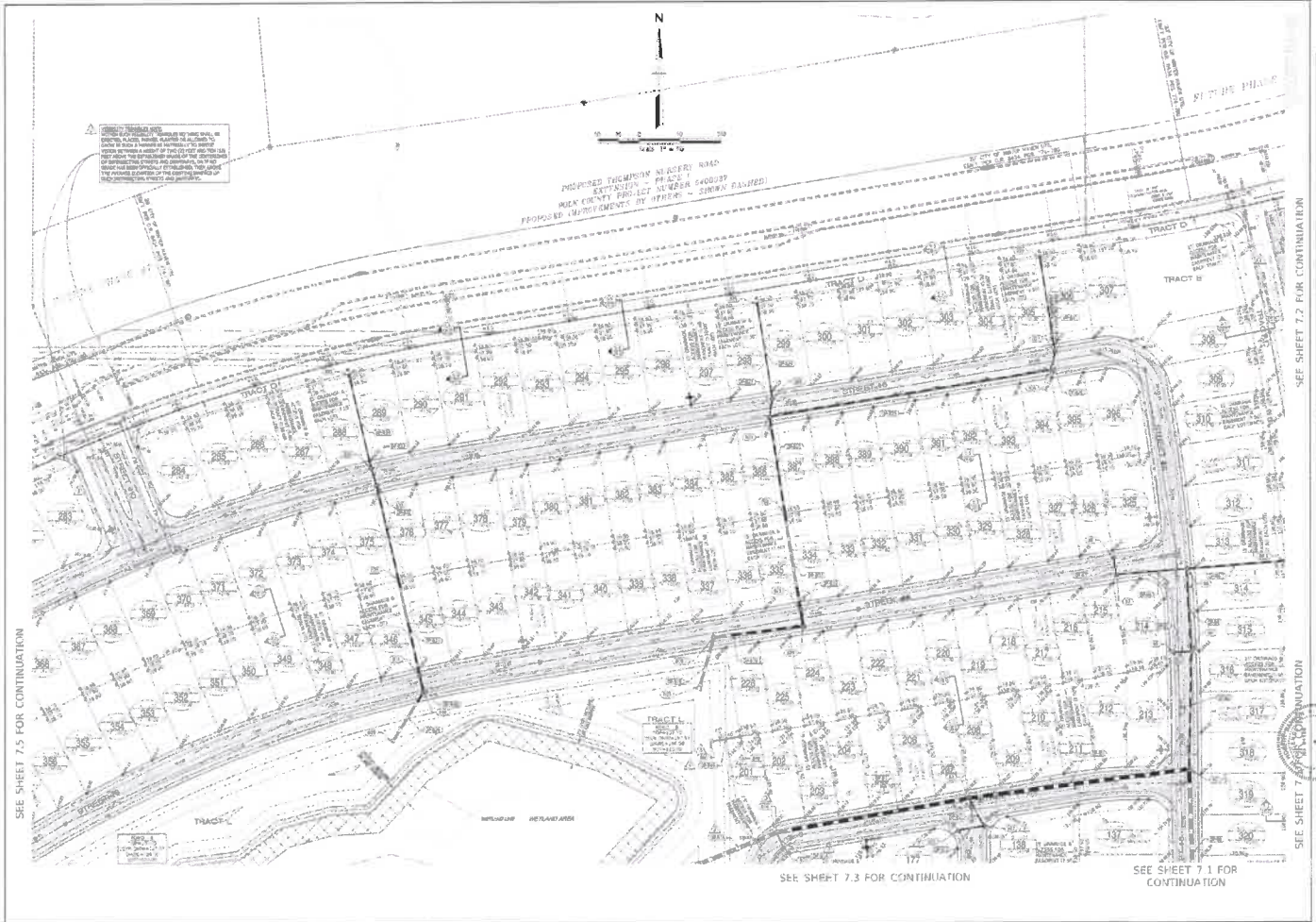
**VILLAMAR - PHASE 6
SUBDIVISION**

CITY OF WINTER HAVEN,
POLK COUNTY, STATE OF FLORIDA

DATE OF PLAN: 10/15/2018
SCALE: AS SHOWN
DRAWN BY: JAY
CHECKED BY: JAY
APPROVED BY: JAY

**GRADING &
DRAINAGE
PLAN**

7.3



1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE AND THE LATEST EDITION OF THE FLORIDA ELECTRICAL CODE. 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES. 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. 5. THE CONTRACTOR SHALL MAINTAIN PROPER RECORDS OF ALL CONSTRUCTION ACTIVITIES.

PROPOSED THOMSON BLUESKY ROAD
EXTENSION - PHASE 1
BURL COUNTY PROJECT NUMBER 140037
PROPOSED IMPROVEMENTS BY OTHER - 200804 (PAVED)

SEE SHEET 7.5 FOR CONTINUATION

SEE SHEET 7.3 FOR CONTINUATION

SEE SHEET 7.1 FOR CONTINUATION

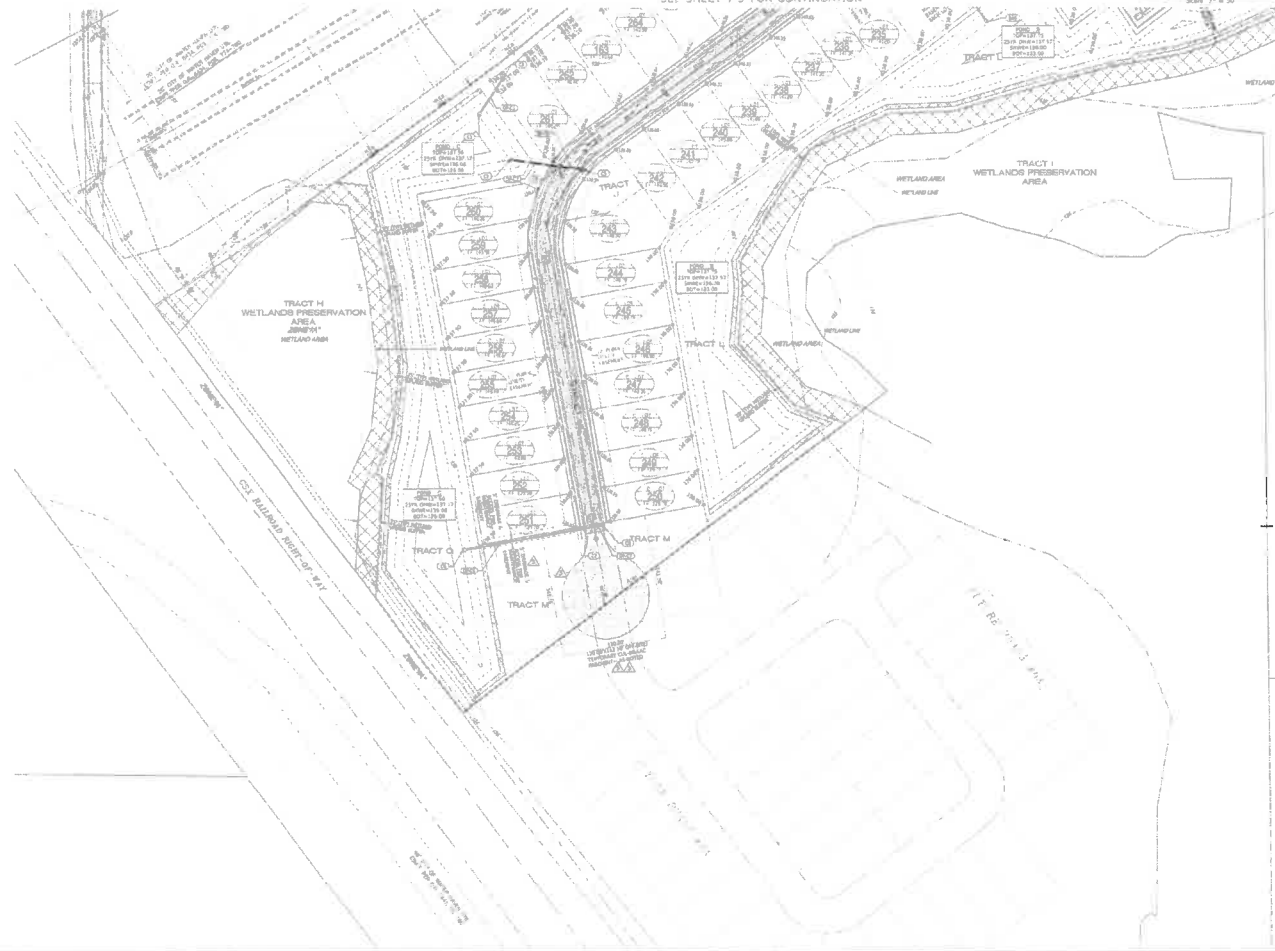
SEE SHEET 7.2 FOR CONTINUATION

SEE SHEET 7.4 FOR CONTINUATION

DATE		NO.	REVISIONS
08/31/11	3		INTRODUCED FOR REVIEW
WOOD & JACOBS, INC. INCORPORATED 2000 N. WESTERN BLVD. SUITE 200 DENVER, CO 80202 TEL: 303.733.4100 WWW.WOODJACOBS.COM			
VILLAMAR - PHASE 6 SUBDIVISION CITY OF WRITER HAVEN, POLK COUNTY, STATE OF FLORIDA			
DATE OF ISSUE	DATE OF REVISION	BY	DESCRIPTION
08/31/11			
GRADING & DRAINAGE PLAN			
7.4			

SEE SHEET 7.5 FOR CONTINUATION

Scale 1" = 20'



Planning Professionals in Mechanical Engineering, Inc. 6000 West 10th Street, Suite 200, Fort Lauderdale, FL 33309

VILLAVAR - PHASE 6 SUBDIVISION CITY OF WINTER HAVEN, POLK COUNTY, STATE OF FLORIDA	
DATE: 02/24/2011 TIME: 10:00 AM DRAWN BY: J. WOOD	PROJECT NO.: 11-0011 SHEET NO.: 7.6
GRADING & DRAINAGE PLAN	
7.6	

STRUCTURE #	DESCRIPTION	LOCATION	PIPE SIZE	PIPE DATE	DEPTH	CONCRETE	ASBESTOS	INSULATION	REMARKS
001	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
002	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
003	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
004	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
005	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
006	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
007	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
008	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
009	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
010	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
011	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
012	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
013	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
014	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
015	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
016	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
017	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
018	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
019	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
020	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
021	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
022	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
023	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
024	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
025	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
026	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
027	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
028	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
029	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
030	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE

STRUCTURE #	DESCRIPTION	LOCATION	PIPE SIZE	PIPE DATE	DEPTH	CONCRETE	ASBESTOS	INSULATION	REMARKS
031	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
032	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
033	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
034	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
035	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
036	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
037	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
038	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
039	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
040	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
041	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
042	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
043	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
044	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
045	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
046	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
047	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
048	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
049	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE
050	STORM MANHOLE	150' N 100' E 100' S	36"	1998	15.00	1	0	0	CONCRETE

ALL CONSTRUCTION SHALL BE ACCORDING TO THE 2000 STANDARD SPECIFICATIONS FOR ROAD AND STREET WORK, LATEST EDITION.

ALL CONSTRUCTION SHALL BE ACCORDING TO THE 2000 STANDARD SPECIFICATIONS FOR ROAD AND STREET WORK, LATEST EDITION.

WOOD & ASSOCIATES
 ENGINEERS AND ARCHITECTS
 1111 W. UNIVERSITY AVENUE, SUITE 100
 GAITHERSBURG, MD 20878
 TEL: 301-281-1000
 FAX: 301-281-1001
 WWW.WOOD-AND-ASSOCIATES.COM

DATE: 08/01/2023
 DRAWN BY: J.L.
 CHECKED BY: J.L.
 PROJECT: VILLAMAR PHASE 6 SUBDIVISION
 SHEET NO.: 7.7

VILLAMAR PHASE 6 SUBDIVISION

STORM STRUCTURES TABLE

CITY OF WINTER HAVEN
 POLK COUNTY, STATE OF FLORIDA

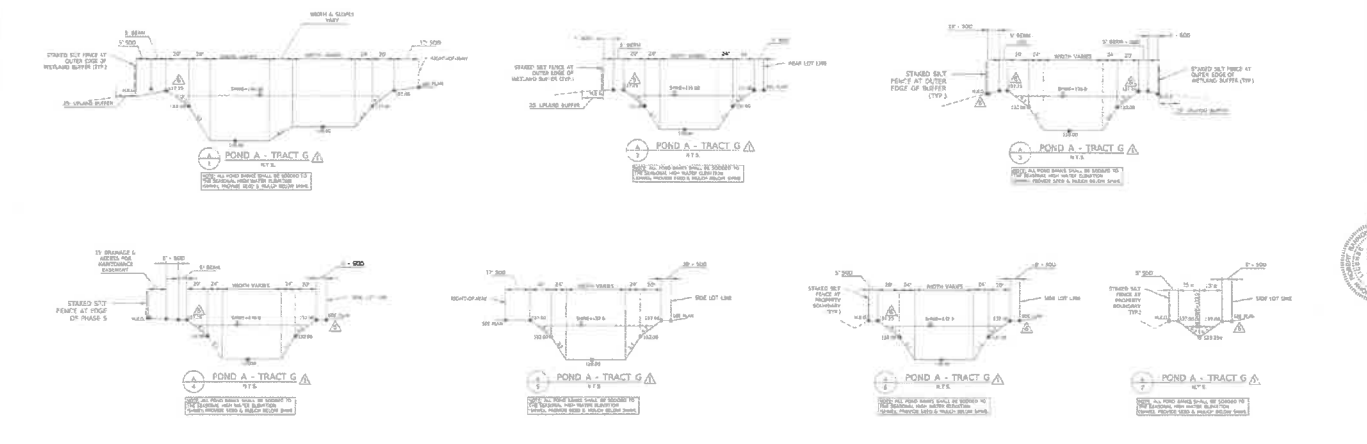
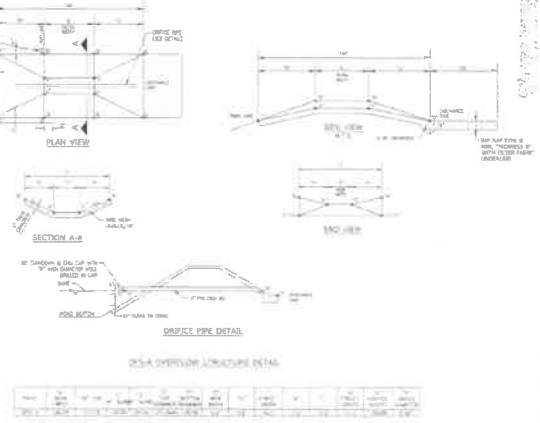
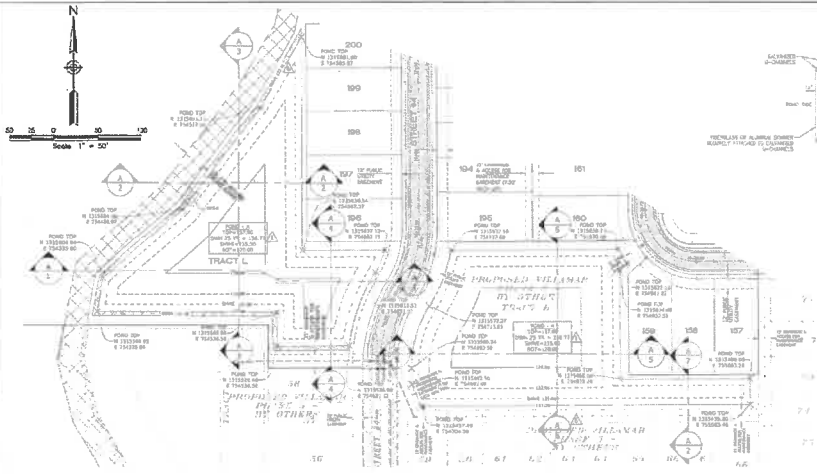
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104	104' x 104' W/ALP*	104	104	104.00	104	104	104
105	105' x 105' W/ALP*	105	105	105.00	105	105	105
106	106' x 106' W/ALP*	106	106	106.00	106	106	106
107	107' x 107' W/ALP*	107	107	107.00	107	107	107
108	108' x 108' W/ALP*	108	108	108.00	108	108	108
109	109' x 109' W/ALP*	109	109	109.00	109	109	109
110	110' x 110' W/ALP*	110	110	110.00	110	110	110
111	111' x 111' W/ALP*	111	111	111.00	111	111	111
112	112' x 112' W/ALP*	112	112	112.00	112	112	112
113	113' x 113' W/ALP*	113	113	113.00	113	113	113
114	114' x 114' W/ALP*	114	114	114.00	114	114	114
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117	117' x 117' W/ALP*	117	117	117.00	117	117	117
118	118' x 118' W/ALP*	118	118	118.00	118	118	118
119	119' x 119' W/ALP*	119	119	119.00	119	119	119
120	120' x 120' W/ALP*	120	120	120.00	120	120	120

THE CONSTRUCTION AND THE SPECIAL USE FOR WHICH BEING MADE WILL BE PROPORTIONATE PER IN PLACE OF THE

WOOD & ASSOCIATES
 ENGINEERS & ARCHITECTS
 1000 W. UNIVERSITY BLVD., SUITE 200
 AUSTIN, TEXAS 78705
 TEL: 512.476.1111 FAX: 512.476.1112
 WWW.WOOD-ARCH.COM

VILLAMAR PHASE 6 SUBDIVISION
 CITY OF HUNTERS HAVEN
 POLK COUNTY, STATE OF FLORIDA

STORM STRUCTURES TABLE
 SHEET 7.8



WOOD ASSOCIATES, INC.
 1000 W. UNIVERSITY BLVD., SUITE 200
 AUSTIN, TEXAS 78705
 TEL: 512.476.1111
 FAX: 512.476.1112
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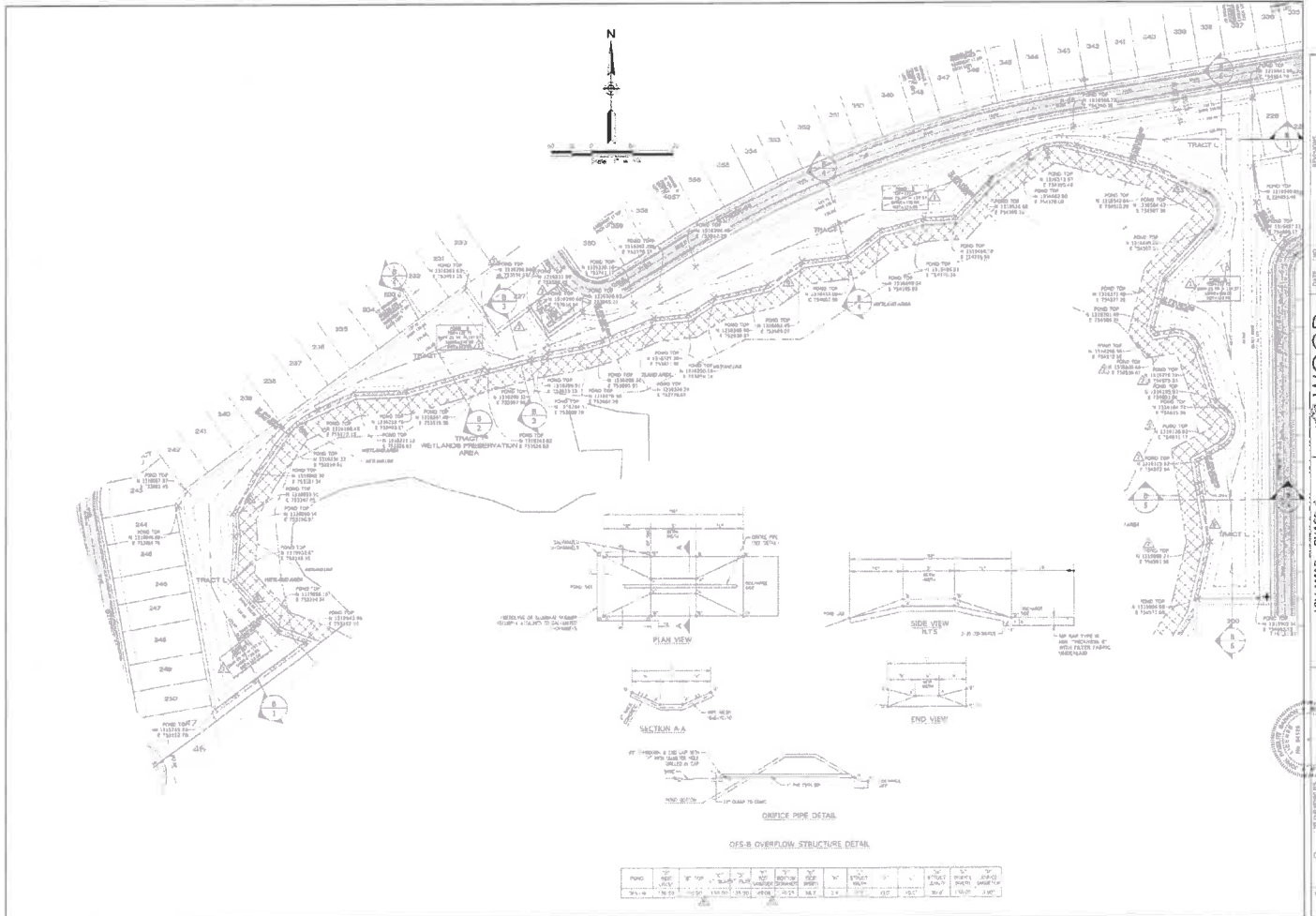
**VILLAMAR - PHASE 6
 SUBDIVISION**

CITY OF WINTER HAVEN,
 POLK COUNTY, STATE OF FLORIDA

**POND A COORDINATES,
 SECTIONS
 & DETAILS**

8.0

DATE: 10/28/2014 10:58:15 AM FILE: C:\PROJECTS\2014\14-00000\14-00000.dwg PLOT: 10/28/2014 10:58:15 AM PLOTTER: HP DesignJet T1100e



WOOD & ASSOCIATES
Civil Engineers & Surveyors
1425 West 17th Avenue, Suite 200
Denver, CO 80202
Phone: (303) 733-3333
Fax: (303) 733-3334
www.woodandassociates.com

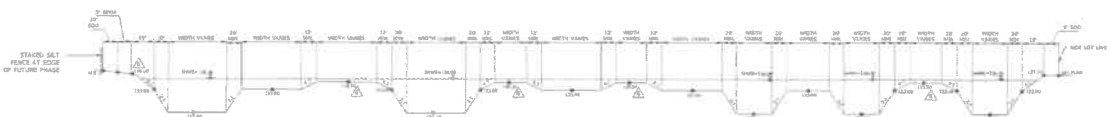
VILAMAR - PHASE 6
SUBDIVISION

PROJECT NO. 14-00000
SHEET NO. 8.1

POND B
COORDINATES,
SECTIONS &
DETAILS

8.1

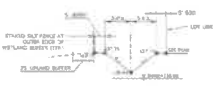
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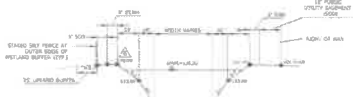
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N.T.S.
SEE ALL NOTES AND SPECIFICATIONS FOR CONSTRUCTION OF THIS POND. SEE ALSO THE GENERAL NOTES ON SHEET B.2.



POND B - TRACT L
N.T.S.
SEE ALL NOTES AND SPECIFICATIONS FOR CONSTRUCTION OF THIS POND. SEE ALSO THE GENERAL NOTES ON SHEET B.2.



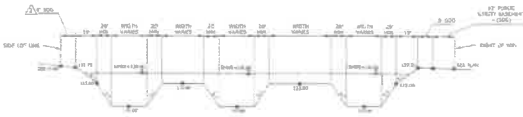
POND B - TRACT L
N.T.S.
SEE ALL NOTES AND SPECIFICATIONS FOR CONSTRUCTION OF THIS POND. SEE ALSO THE GENERAL NOTES ON SHEET B.2.



POND B - TRACT L
N.T.S.
SEE ALL NOTES AND SPECIFICATIONS FOR CONSTRUCTION OF THIS POND. SEE ALSO THE GENERAL NOTES ON SHEET B.2.



POND B - TRACT L
N.T.S.
SEE ALL NOTES AND SPECIFICATIONS FOR CONSTRUCTION OF THIS POND. SEE ALSO THE GENERAL NOTES ON SHEET B.2.



POND B - TRACT L
N.T.S.
SEE ALL NOTES AND SPECIFICATIONS FOR CONSTRUCTION OF THIS POND. SEE ALSO THE GENERAL NOTES ON SHEET B.2.

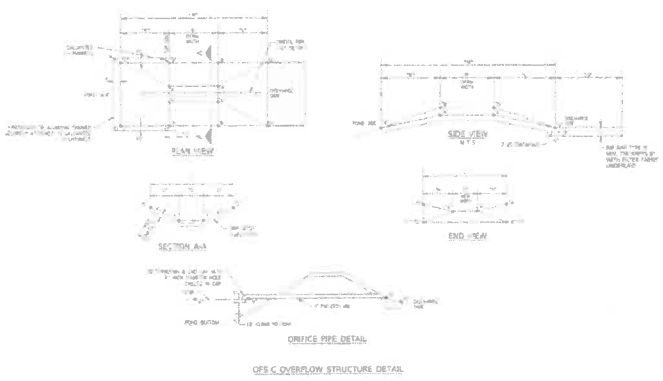
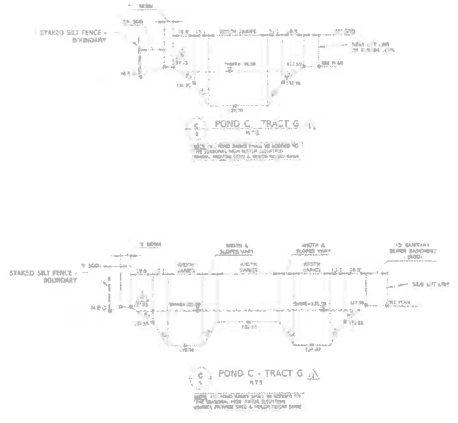
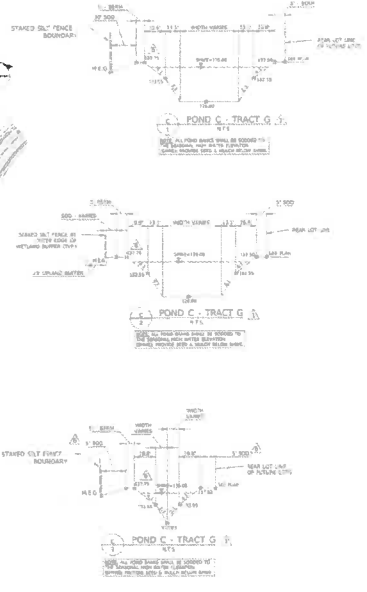
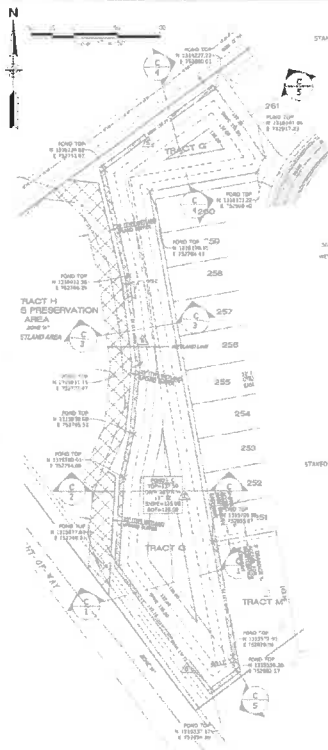
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PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
DRAWN BY: J. WOOD
CHECKED BY: J. WOOD
SCALE: AS SHOWN



VILLAMAR - PHASE 6
SUBDIVISION
CITY OF WINTER HAVEN,
POLK COUNTY, STATE OF FLORIDA

DATE: 08/27/2018
TIME: 10:00 AM
PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
DRAWN BY: J. WOOD
CHECKED BY: J. WOOD
SCALE: AS SHOWN

POND B
COORDINATES,
SECTIONS &
DETAILS



POND C OVERFLOW STRUCTURE DETAIL

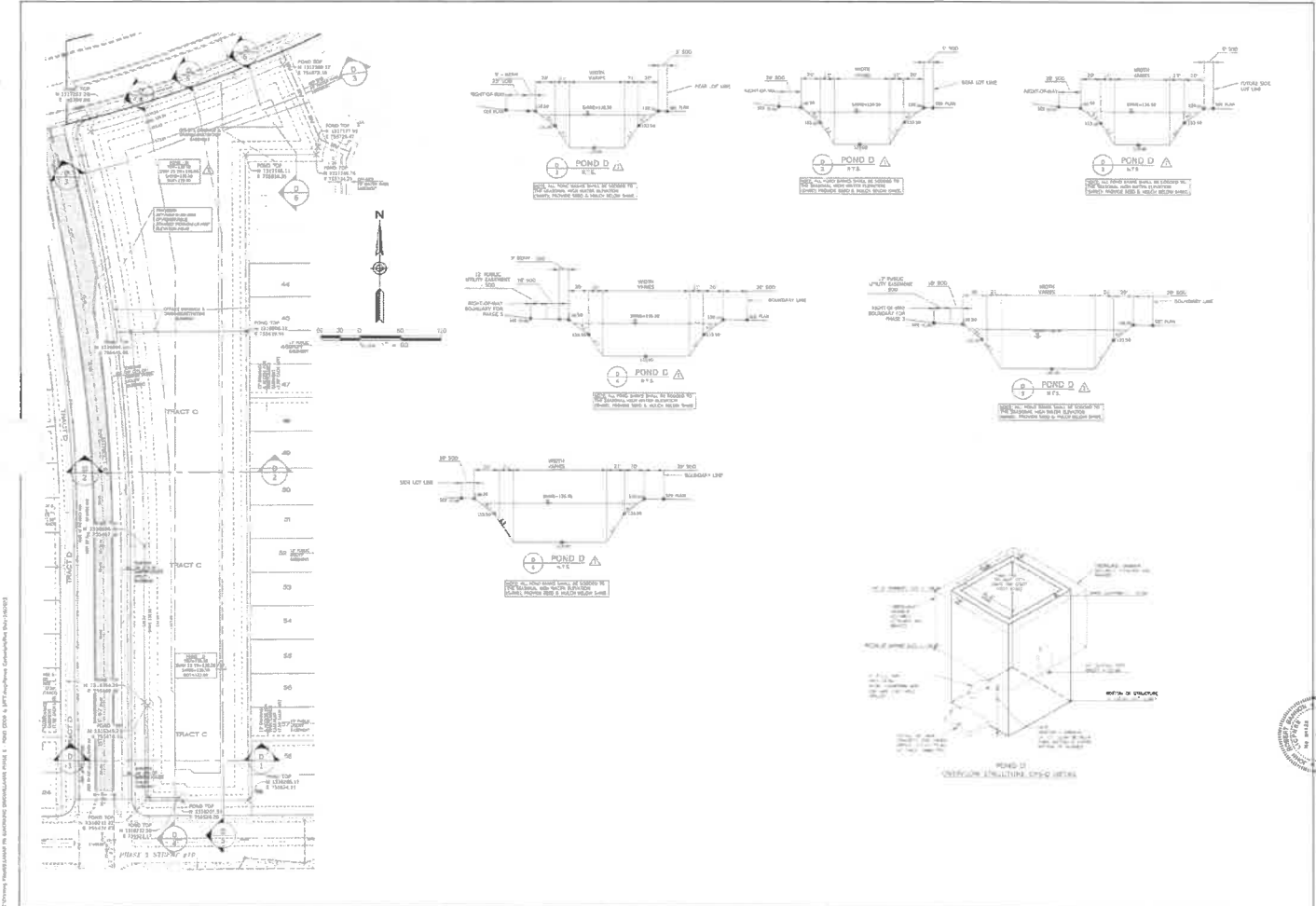
NO.	DATE	BY	CHKD.	APP'D.	DESCRIPTION
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2	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
3	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
4	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
5	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
6	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
7	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
8	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
9	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS
10	11/11/11	J. WOOD	J. WOOD	J. WOOD	REVISED FOR COMMENTS

J. WOOD & ASSOCIATES, INC.
 CIVIL ENGINEERS
 1000 W. UNIVERSITY BLVD., SUITE 100
 AUSTIN, TEXAS 78705
 TEL: 512.476.1111
 FAX: 512.476.1112
 WWW: JWASSOCIATES.COM

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF WINTER HAVEN,
 POLK COUNTY, STATE OF FLORIDA

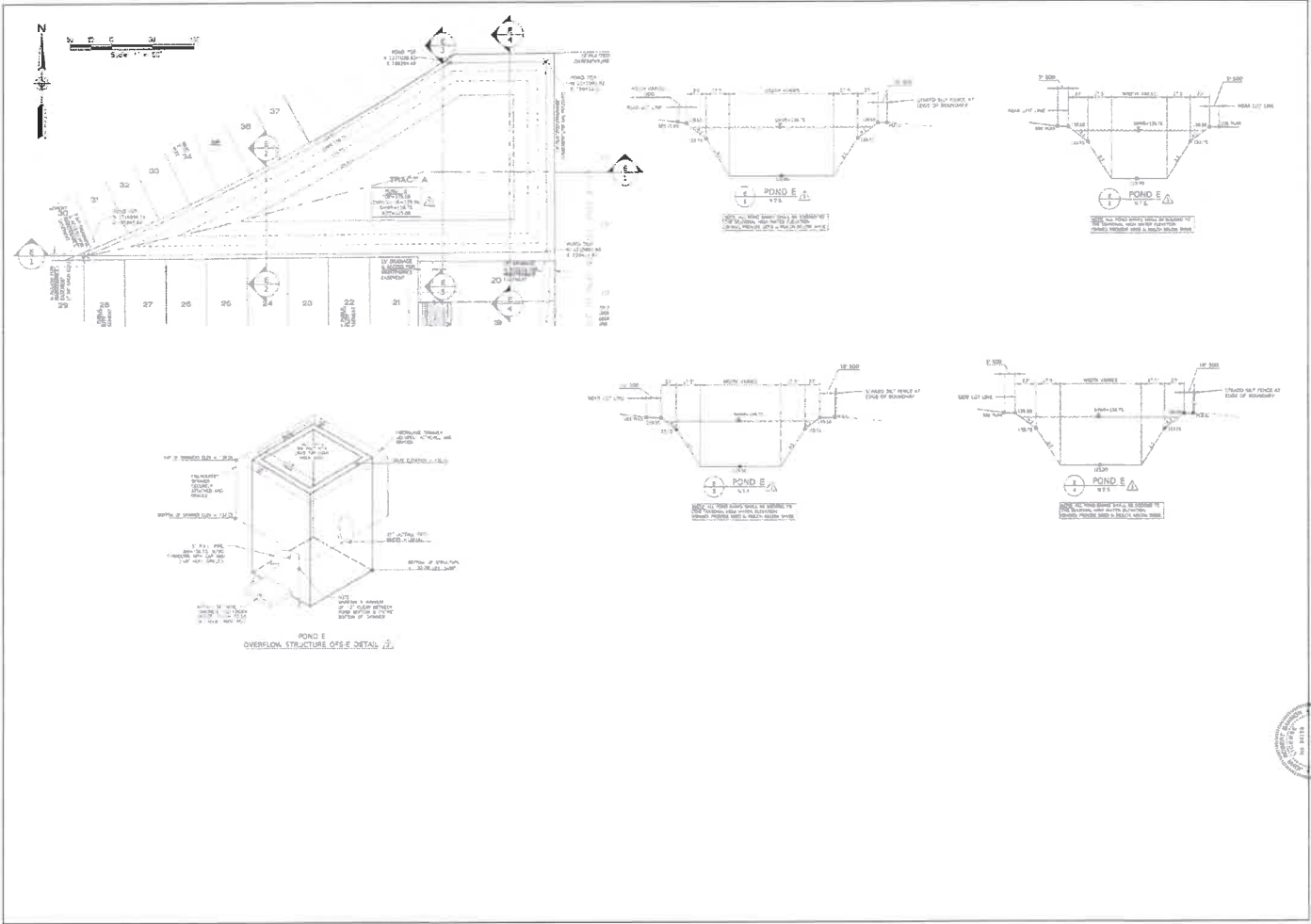
POND C
 COORDINATES,
 SECTIONS &
 DETAILS

SHEET NO. 8.3



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REV	DATE	BY	CHKD
1	11/11/03	WJW	WJW
WOOD GROUP INC. ENGINEERING & ARCHITECTURE 1000 W. WASHINGTON ST., SUITE 200 DENVER, CO 80202			
WOOD GROUP INC. ENGINEERING & ARCHITECTURE			
VILLAMAR - PHASE 6 SUBDIVISION CITY OF ANNE ARK POLK COUNTY, STATE OF FLORIDA			
POND D COORDINATES, SECTIONS & DETAILS			
SHEET NO. 8.4 OF 11			



**VILLAMAR - PHASE G
SUBDIVISION**

CITY OF BRUNSWICK, FLORIDA
BRUNSWICK COUNTY, STATE OF FLORIDA

WOOD & ASSOCIATES
REGISTERED PROFESSIONAL ENGINEERS
FLORIDA LICENSE NO. 12849

DATE: 08/21/2018
BY: J. WOOD

PROJECT NO.: 18-0001

DRAWING NO.: 18-0001-POND E

SCALE: AS SHOWN

POND E COORDINATES, SECTIONS & DETAILS

B.5

E.P.A. POLLUTION PREVENTION PLAN:

THE CONTRACTOR IS TO PROVIDE PROPER CONSTRUCTION/OPERATION MAINTENANCE AND MONITORING TO PREVENT POLLUTION OF SURFACE WATERS, SOILS, AND AIR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

DRAINAGE NOTE DURING CONSTRUCTION PERIOD:

EROSION / SEDIMENT CONTROL:

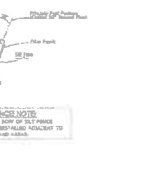
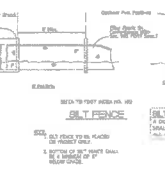
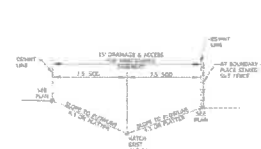
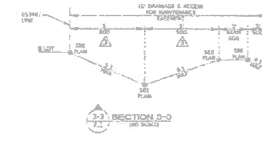
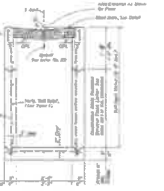
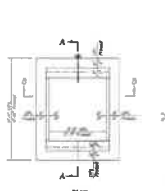
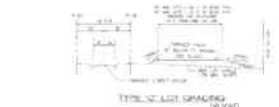
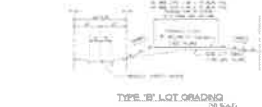
THE CONTRACTOR IS TO PROVIDE PROPER CONSTRUCTION/OPERATION MAINTENANCE AND MONITORING TO PREVENT POLLUTION OF SURFACE WATERS, SOILS, AND AIR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

BEST MANAGEMENT PRACTICES FOR POND & SWALE:

1. POND SHALL BE CONSTRUCTED WITH SLOPE, SHADE AND NOT SUBJECT TO WINDTUNNED WAVE ACTION.
2. POND RETENTION AREA SUFFICIENT TO RETAIN WIND AND UNDERWIND CONTROL DO NOT HAVE BOTTOM GRADE OF POND EXCEEDS 10%.
3. POND RETENTION AREA SUFFICIENT FOR ALGAE GROWTH OF 10% AND SHALL BE MAINTAINED AS REQUIRED.
4. POND RETENTION AREA SUFFICIENT FOR RETENTION OF SAND AND SILT AND ADDITIONAL AND ANCHOR LINE, IF FOUND TO BE NECESSARY.
5. POND RETENTION AREA SUFFICIENT FOR RETENTION OF SAND AND SILT AND ADDITIONAL AND ANCHOR LINE, IF FOUND TO BE NECESSARY.

GENERAL DRAINAGE NOTES:

1. NO SIDE DITCH WITHIN THE POND, PAVED OR NOT PAVED, WITH OR WITHOUT CURB.
2. ALL SIDE DITCHES SHALL BE CONSTRUCTED WITH SLOPE OF 1% TO 2% TOWARD THE STREET OR DRAINAGE DITCH.
3. SIDE DITCHES SHALL BE CONSTRUCTED WITH SLOPE OF 1% TO 2% TOWARD THE STREET OR DRAINAGE DITCH.
4. SIDE DITCHES SHALL BE CONSTRUCTED WITH SLOPE OF 1% TO 2% TOWARD THE STREET OR DRAINAGE DITCH.
5. SIDE DITCHES SHALL BE CONSTRUCTED WITH SLOPE OF 1% TO 2% TOWARD THE STREET OR DRAINAGE DITCH.



DE-WATERING NOTE:
BEFORE THE INSTALLATION OF ANY UNDERDRAIN, VERIFY ALL UNDERDRAIN SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LOCAL, STATE AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.

WOOD ASSOCIATES
Engineering & Surveying
10000 W. 10th Avenue, Suite 100
Denver, CO 80202
Tel: 303.755.1100
Fax: 303.755.1101
www.woodassoc.com

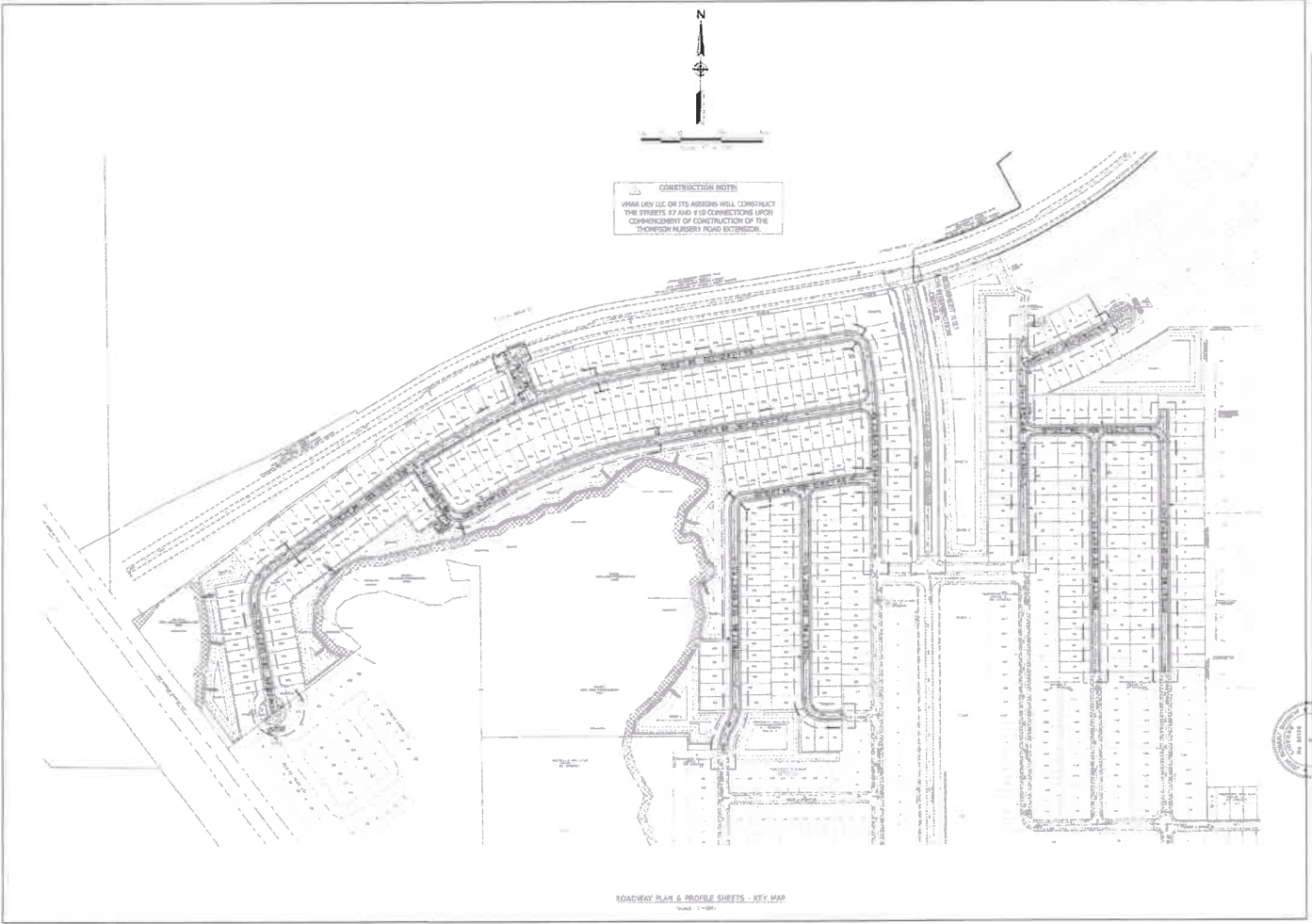
WOOD ASSOCIATES
Engineering & Surveying
10000 W. 10th Avenue, Suite 100
Denver, CO 80202
Tel: 303.755.1100
Fax: 303.755.1101
www.woodassoc.com

VILLAMAR - PHASE 6
SUBDIVISION

DRAINAGE DETAILS

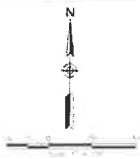
10.0

DRAWING MADE USING THE SURVEYING INSTRUMENTS OF THE U.S. GEOLOGICAL SURVEY



CONSTRUCTION NOTE

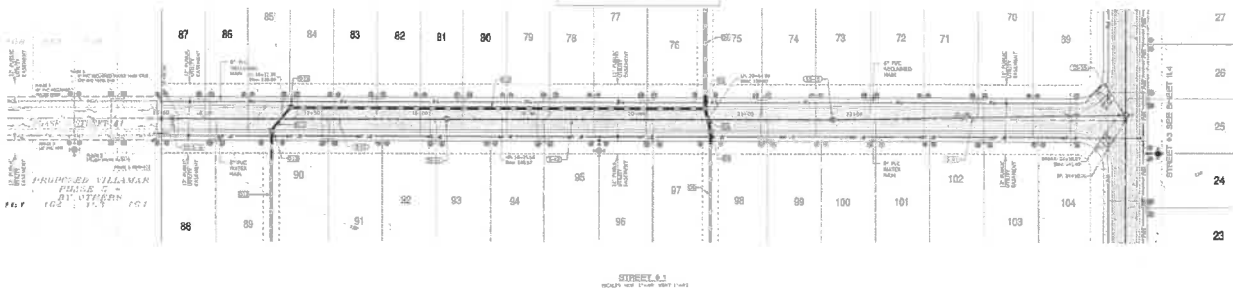
IRMA LEM LLC OR ITS AGENTS WILL CONSTRUCT THE STREETS #7 AND #10 CONNECTIONS UPON COMPLETION OF CONSTRUCTION OF THE THOMPSON HAZARD REMEDIATION EXTENSION.



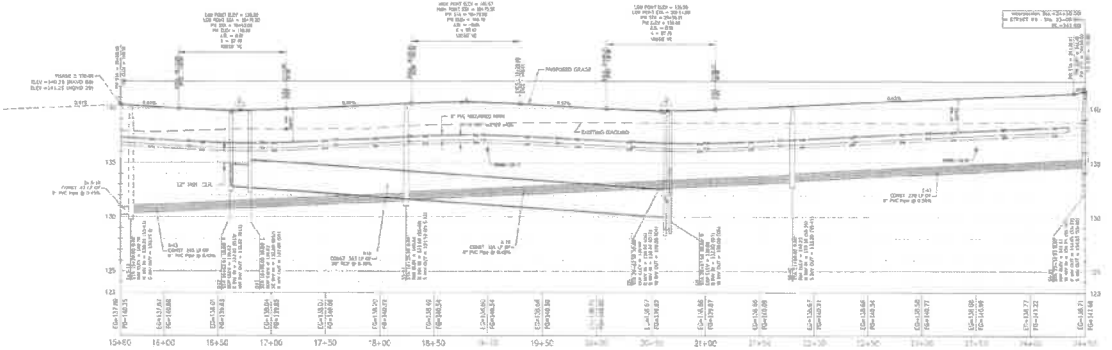
VILLAMAR - PHASE 6 SUBDIVISION	
CITY OF WHEELER COUNTY ROSA LEE COUNTY, STATE OF GEORGIA	
WOOD & ASSOCIATE ENGINEERS & ARCHITECTS 10000 WOODBURN DRIVE SUITE 100 WOODBRIDGE, GA 30188 (770) 962-1100 www.woodandassoc.com	SHEET NO. 11.0 TOTAL SHEETS: 11



RESURFACE DETAILS DEPENDING ON CLASSIFICATION
 SPECIFICALLY MARKED SURFACE FINISHES, CROSS SLOPE
 AND CURB RAMP SLOPE: SEE STATE DOT'S (FL 707) 2012
 ROAD DESIGN MANUAL PART 1000 10.4



STREET 6.1
 ROADWAY WITH 10' SIDEWALK



**WATER MAIN & RECLAIMED MAIN
 INSTALLATION LEGEND**

- 1) 45° VERTICAL FITTING - MAIN UP/DOWN TO ADJUST DEPTH FOR CLEARANCE (IF MINORITY MAIN), RESTAIN TO EACH SIDE
- 2) CENTER WATER/RECLAIMED PPS LENGTH ALL CROSSINGS

4.00 PPMV, 100% PROTECTION, 80% PROTECTION, 60% PROTECTION, 40% PROTECTION, 20% PROTECTION, 0% PROTECTION

WOOD

CITY OF WINTER HAVEN,
 POLK COUNTY, STATE OF FLORIDA

VILLAMAR - PHASE 6
 SUBDIVISION

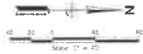
DATE: 08/13/20
 TIME: 10:30 AM

DRAWN BY: [Signature]

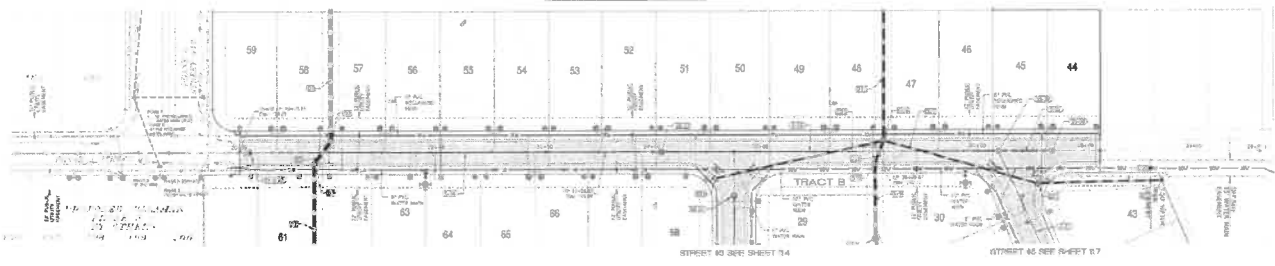
CHECKED BY: [Signature]

SCALE: AS SHOWN

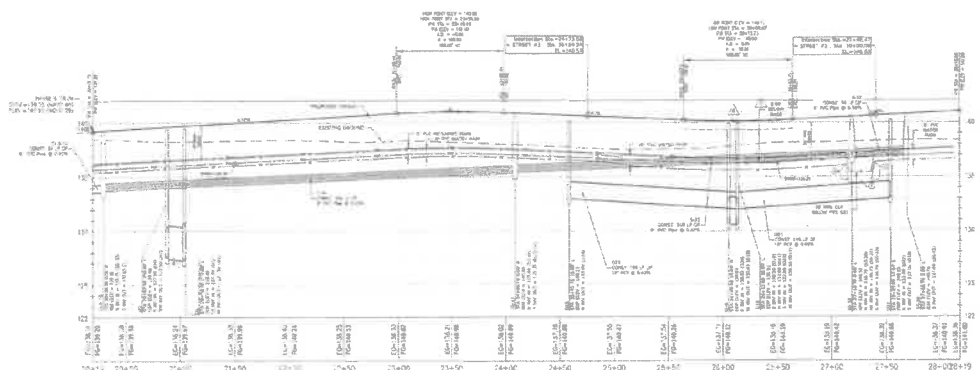
SHEET
 11.1



ALL DIMENSIONS SHOWN UNLESS NOTED OTHERWISE ARE TO FACE UNLESS NOTED OTHERWISE. DIMENSIONS TO CENTERLINE OF ROAD OR CENTERLINE OF RAILROAD UNLESS NOTED OTHERWISE.



NOTE: THE 18\"/>



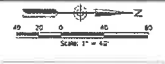
WATER MAIN & RECLAIMED MAIN INSTALLATION NOTES

- 1) 24\"/>
- 2) WATER-RECLAIMED MAIN PIPE LENGTH < 11' (CRITICAL)

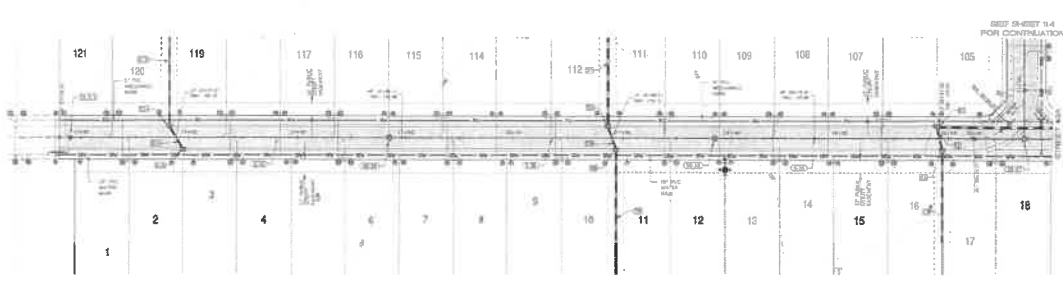
WOOD & ASSOCIATES
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 N. W. 10th Street, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 562-1111
 Fax: (954) 562-1112
 www.woodandassociates.com

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF WINTER HAVEN
 POLK COUNTY, STATE OF FLORIDA

PLAN 5
 STREET #2
 11.2

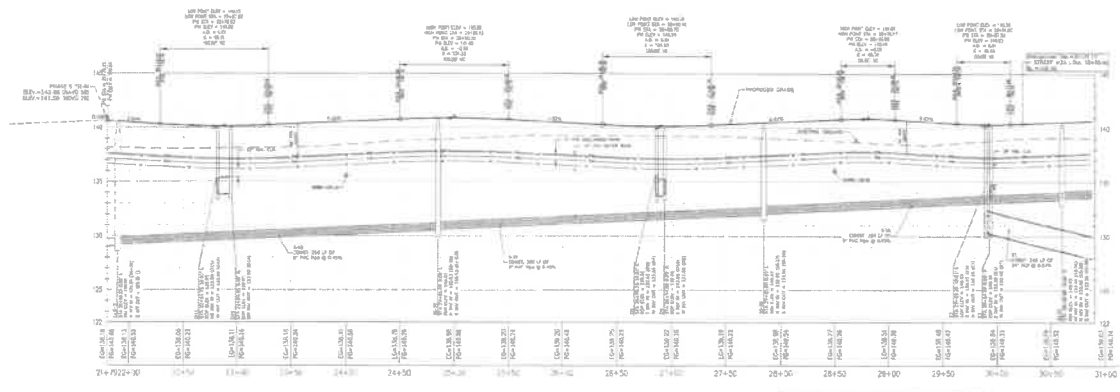


① INDICATES SPECIAL ORDERS TO BE SHOWN WITH REFERENCE TO THE GENERAL NOTES AND SPECIFICATIONS AT THE END OF THIS DRAWING. SEE ALSO THE CITY OF WINTER HAVEN, FLORIDA, STANDARD SPECIFICATIONS FOR WATER MAINS AND RELATED UTILITIES, EDITION 2010.



SEE SHEET 11-4 FOR CONTINUATION

PROFILE # 3
 PROFILE NO. 1 - 11th Street



WATER MAIN & RECLAIMED MAIN INSTALLATION LEGEND

① 45° VERTICAL FITTING: TURN UPWARD TO ADJUST DEPTH FOR CLEARANCE (18" MIN.) MAIN, RETURN 30" EACH SIDE

② EXIST. WATER RECLAIMED PIPE LENGTH AT CROSSING

11/15/2011 10:00 AM C:\Projects\11-11th Street\11-11th Street.dwg

DATE: _____

SCALE: _____

PROJECT: _____

DRAWN BY: _____

CHECKED BY: _____

APPROVED BY: _____

WOOD & COMPANY
 ENGINEERS, ARCHITECTS & PLANNERS
 1100 W. WINTER HAVEN BOULEVARD, SUITE 100
 WINTER HAVEN, FLORIDA 33908
 PHONE: 888-333-3333
 FAX: 888-333-3334
 WWW.WOOD-AND-CO.COM

VILLAMAR - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN,
 HOK COUNTY, STATE OF FLORIDA

DATE: **JUN 24**

SCALE: **AS SHOWN**

PROJECT: **11-11th Street**

DRAWN BY: _____

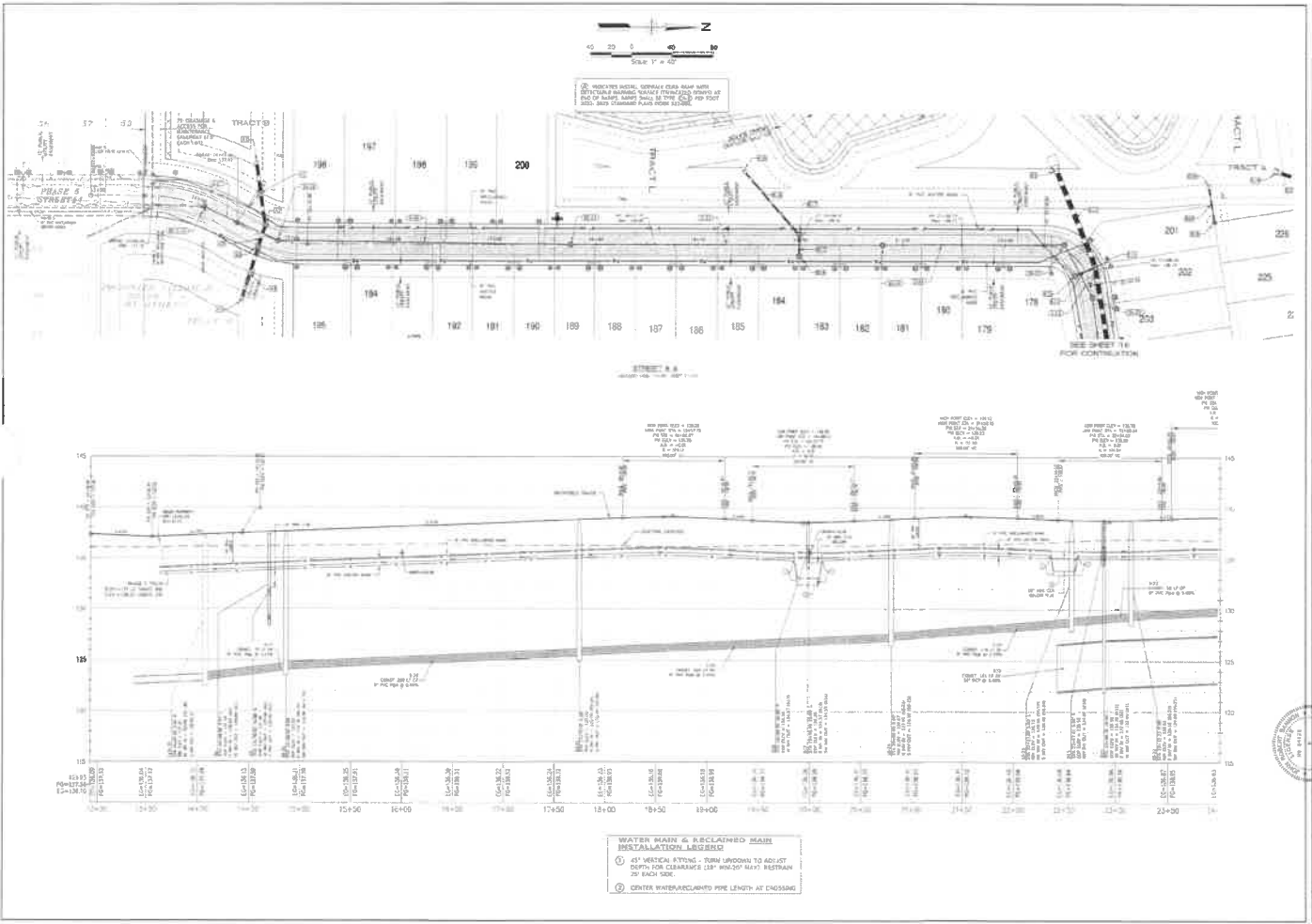
CHECKED BY: _____

APPROVED BY: _____

PLAN & PROFILE STREET #3

11.3

2-Dimensional Plan as Shown on Drawings. Vertical Curves, Per AASHTO

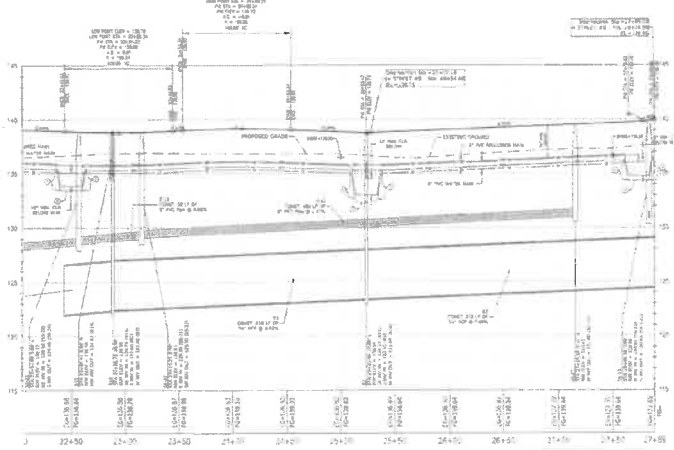
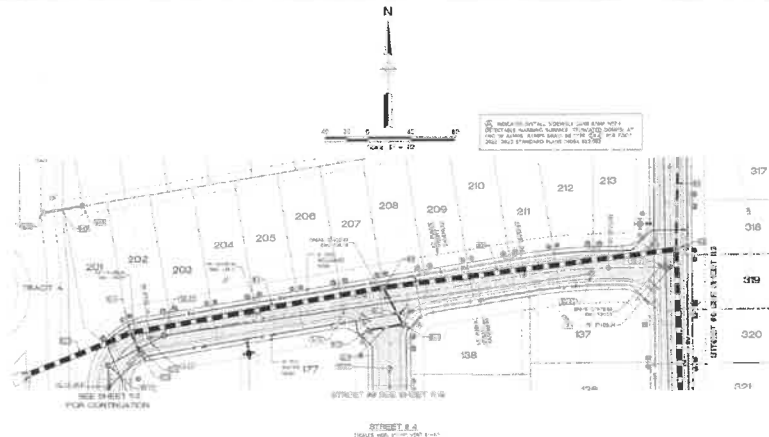


WOOD & ASSOCIATES, INC.
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 W. UNIVERSITY BLVD., SUITE 100
 GAITHERSBURG, MD 20878
 TEL: 301-281-1000 FAX: 301-281-1001
 WWW.WOOD-AND-ASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 POLK COUNTY, STATE OF FLORIDA

PLAN & PROFILE STREET #4

11.5



WATER MAIN & RECLAIMED MAIN INSTALLATION WORK

① 45° FEDERAL FITTING - TURN UP/DOWN TO ADJUST DEPTH FOR CLEANING OR BRIDLE MAINT. RESTRICTION TO EACH END

② CENTER WATER-RECLAIMED PIPE LENGTH AT 40'-00" (SEE PLAN)

WOOD & ASSOCIATES
 PROFESSIONAL ENGINEERS
 1100 W. UNIVERSITY AVENUE, SUITE 200
 GAITHERSBURG, MD 20878
 TEL: 301-281-1100
 FAX: 301-281-1101
 WWW.WOOD-AND-ASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 PINNACLES SUBDIVISION

PLAN & PROFILE STREET #4

DATE: 08/20/14
 DRAWN BY: J. WOOD
 CHECKED BY: J. WOOD
 IN CHARGE: J. WOOD

11.6

3-Dimensional (hand) layout by hand-drawn (hand-drawn) Plot 1, 1/4" x 1/4" of equipment (equipment) from 10/15/13

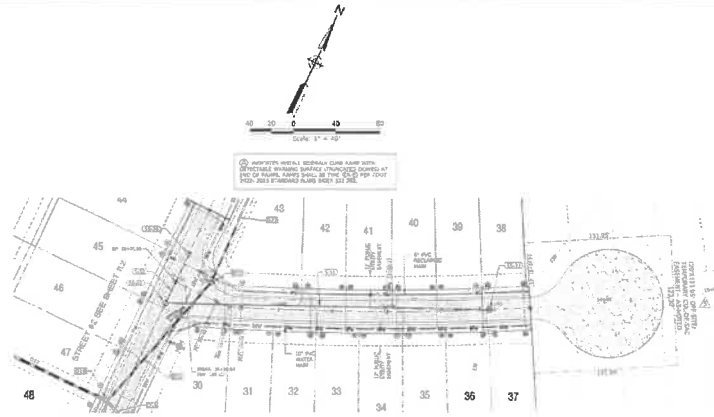
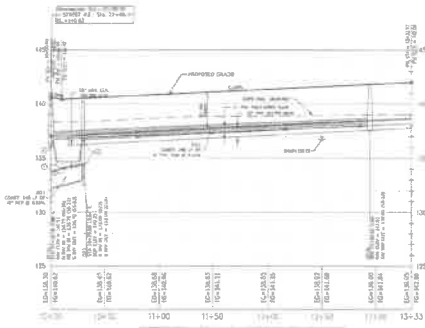


FIGURE 6.2
 WOULD-DO-THE-WAY (1-1)



WATER MAIN & RECLAIMED MAIN
 (METALLIC PIPE ALUMINUM)
 4" VERTICAL FITTING - TURN UPDOWN TO ADEQUATE CLEARANCE (18" MIN-30" MAX) VERTICAL 2" EACH SIDE
 CENTER WATER/RECLAIMED PIPE LENGTH AT CROSSING

APPROVED
 RESUBMITTED
 DATE
 11/15/13

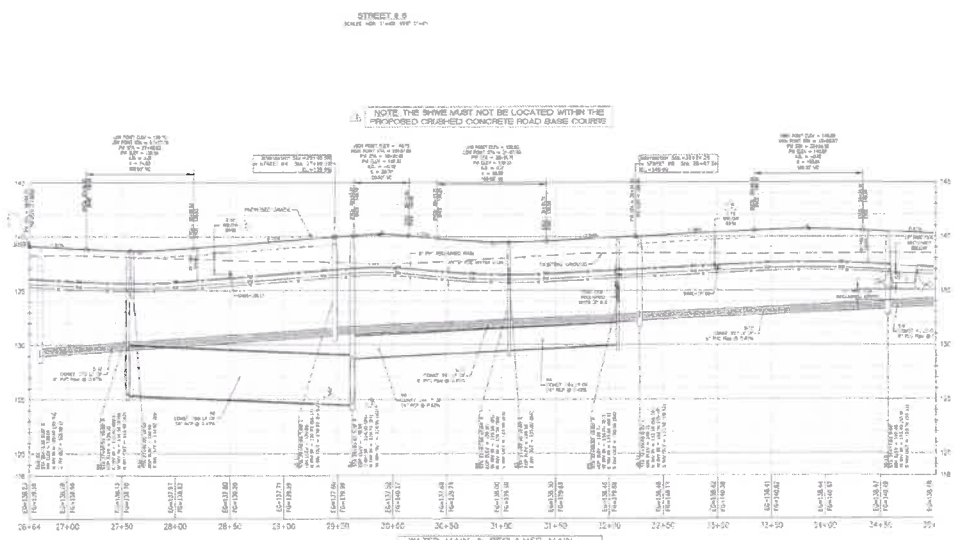
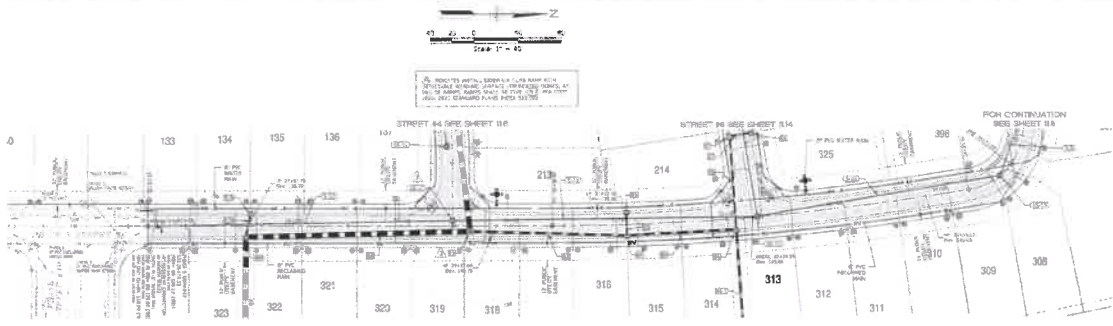


VILLAMAR - PHASE 6
SUBDIVISION
 CITY OF WINTER HAVEN
 POLK COUNTY, STATE OF FLORIDA



PLAN & PROFILE
STREET #5

PLAN & PROFILE OF VILLAMAR - PHASE 6 SUBDIVISION - STREET #6



WATER MAIN & REGULATED MAIN
 INSTALLATION SPECIFIC

45' VERTICAL FITTING TURN SPDOWN TO ADJUST
 DEPTH FOR CLEARANCE 16" MIN 30" MAX RESTRICTION
 2' EACH SIDE

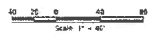
CENTER WATER RECLAIMED PIPE LENGTH AT CROSSING

WOOD & ASSOCIATES
 ENGINEERS

VILLAMAR - PHASE 6
 SUBDIVISION
 STREET #6

PLAN & PROFILE

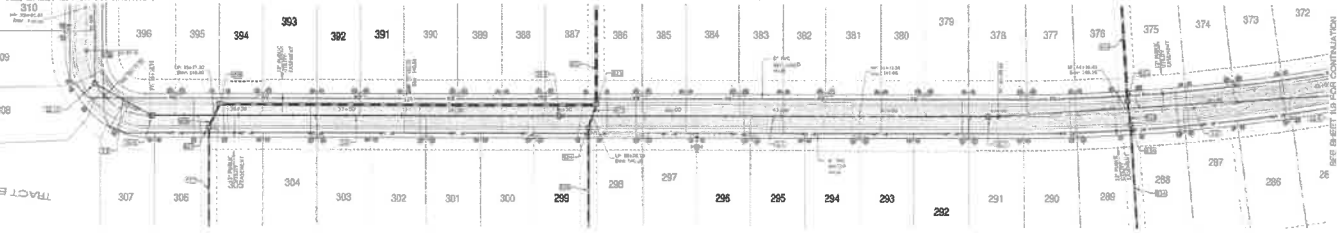
11.8



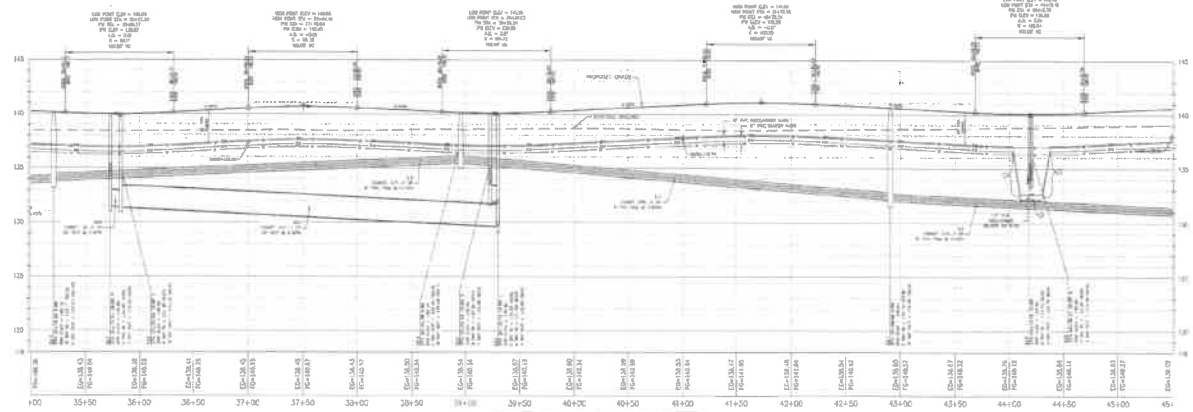
3. REVISIONS TO THE SUBMITTAL SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION, LATEST EDITION, AS APPLICABLE TO THE STATE OF FLORIDA. THE SUBMITTANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



SEE SHEET 11.9 FOR CONTINUATION



STREET 6 & 8
REVISION 10/10/10



VERTICAL CURVE DATA
 1. 45' VERTICAL CURVE - TURN UPDOWN TO ADJUST GRADE FOR CLEARANCE (10' MINIMUM) OVER NEAREST 20' EACH SIDE
 2. CENTER WATERFURC. ADJUST FOR LENGTH AT CROSSING

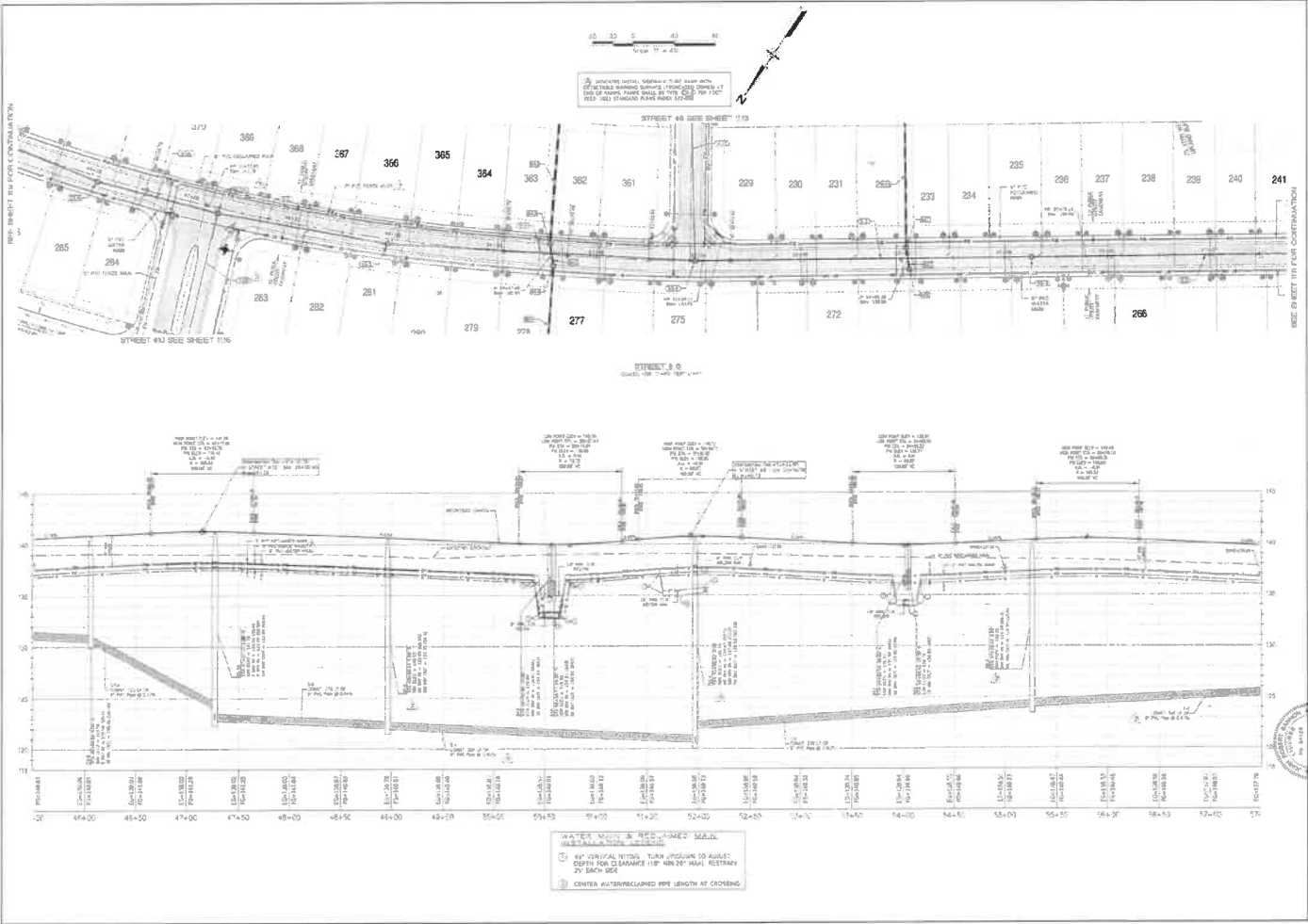
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WOOD & COMPANY
 ENGINEERS & ARCHITECTS
 1100 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 562-1100
 Fax: (954) 562-1101
 www.woodandcompany.com

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF WHITE HAVEN,
 POLK COUNTY, STATE OF FLORIDA

PLAN & PROFILE
 STREET #6

11.9



WOOD & COMPANY
ENGINEERS & ARCHITECTS
1111 W. WINDY HILL BLVD.
SUITE 100
MARIETTA, GA 30067
PH: 770.429.1111
WWW.WOODANDCOMPANY.COM

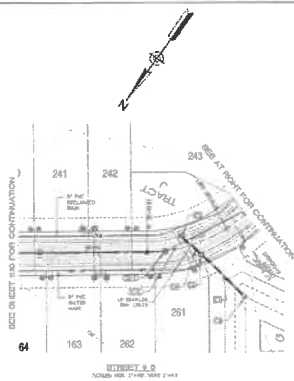
VILLAMAR - PHASE 6
SUBDIVISION

CITY OF WINTER HAVEN
POLK COUNTY, STATE OF FLORIDA

PLAN & PROFILE
STREET #6

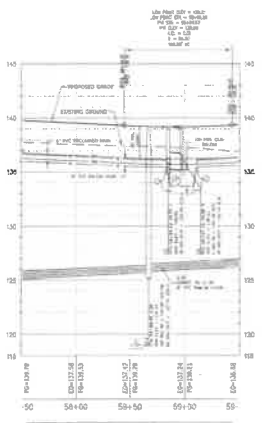
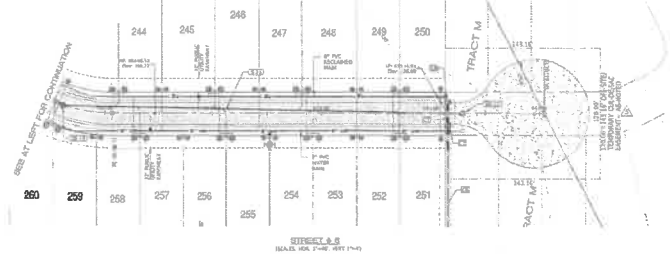
11.10

APPROVED FOR THE CITY OF VILLAMAR, FLORIDA
 DATE: 08/26/2014
 TIME: 10:45 AM
 PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 SHEET: PLAN & PROFILE STREET #6



Scale 1" = 40'

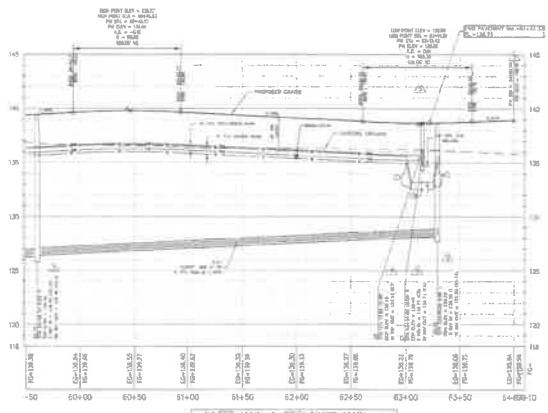
18" VERTICAL FITTING - TURN UP TO ASSIST DEPTH FOR CLEARANCE (18" MIN. 20' MAX) RESTRAIN BY EACH SIDE



WATER MAIN & RECLAIMED MAIN

18" VERTICAL FITTING - TURN UP TO ASSIST DEPTH FOR CLEARANCE (18" MIN. 20' MAX) RESTRAIN BY EACH SIDE

1 CENTER WATER/RECLAIMED PIPE LENGTH AT CROSSING



WATER MAIN & RECLAIMED MAIN

18" VERTICAL FITTING - TURN UP TO ASSIST DEPTH FOR CLEARANCE (18" MIN. 20' MAX) RESTRAIN BY EACH SIDE

1 CENTER WATER/RECLAIMED PIPE LENGTH AT CROSSING

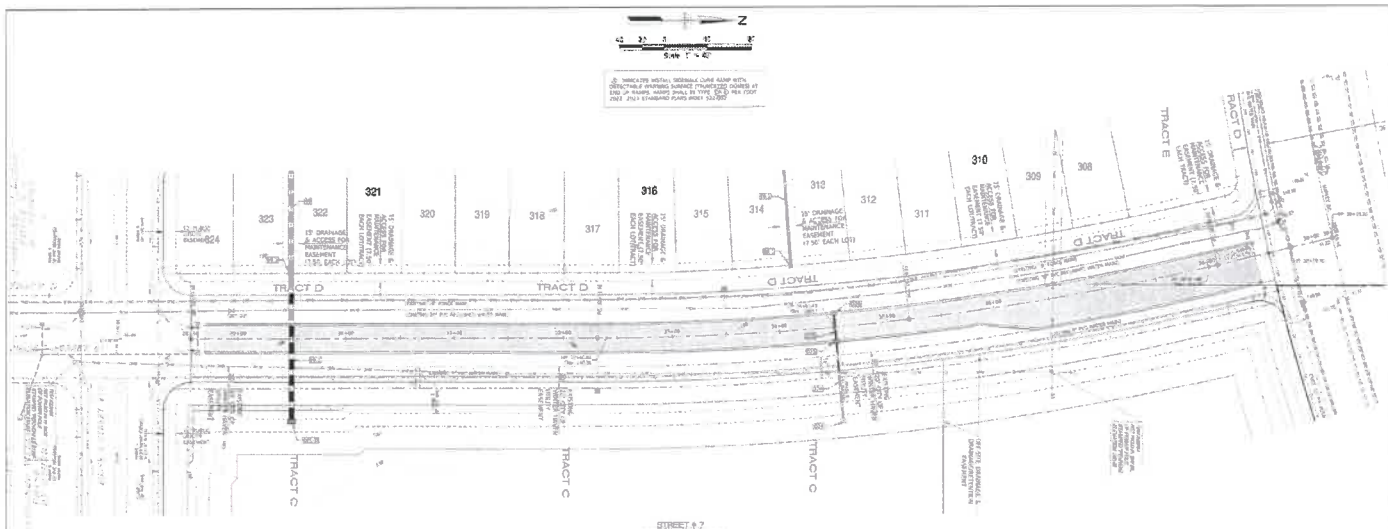
WOOD & ASSOCIATES
 ENGINEERS & ARCHITECTS
 1115 S. GOLF COURSE BLVD., SUITE 100
 VILLAMAR, FLORIDA 32909
 PHONE: 888-244-8888
 FAX: 888-244-8889
 WWW.WOODANDASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF VILLAMAR, FLORIDA
 POLK COUNTY, STATE OF FLORIDA

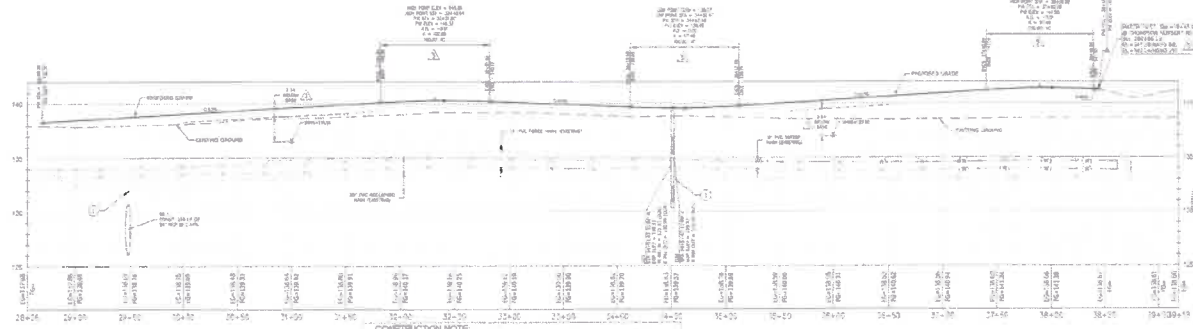
PLAN & PROFILE STREET #6
 11.11



1. THESE PLANS AND SPECIFICATIONS SHALL BE READ IN CONJUNCTION WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, LATEST EDITION, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF POLK COUNTY, FLORIDA.

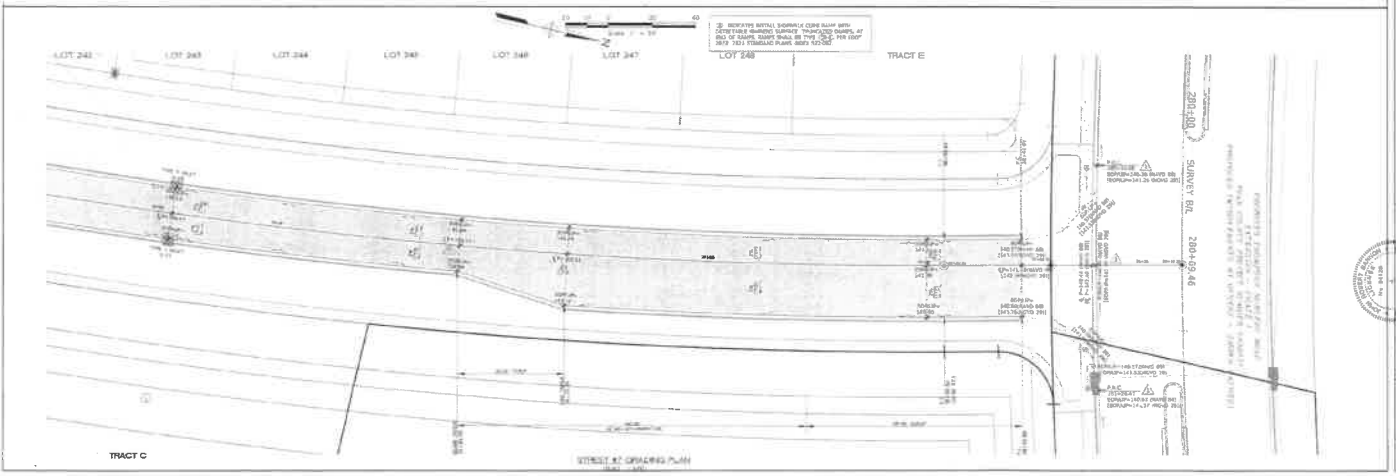
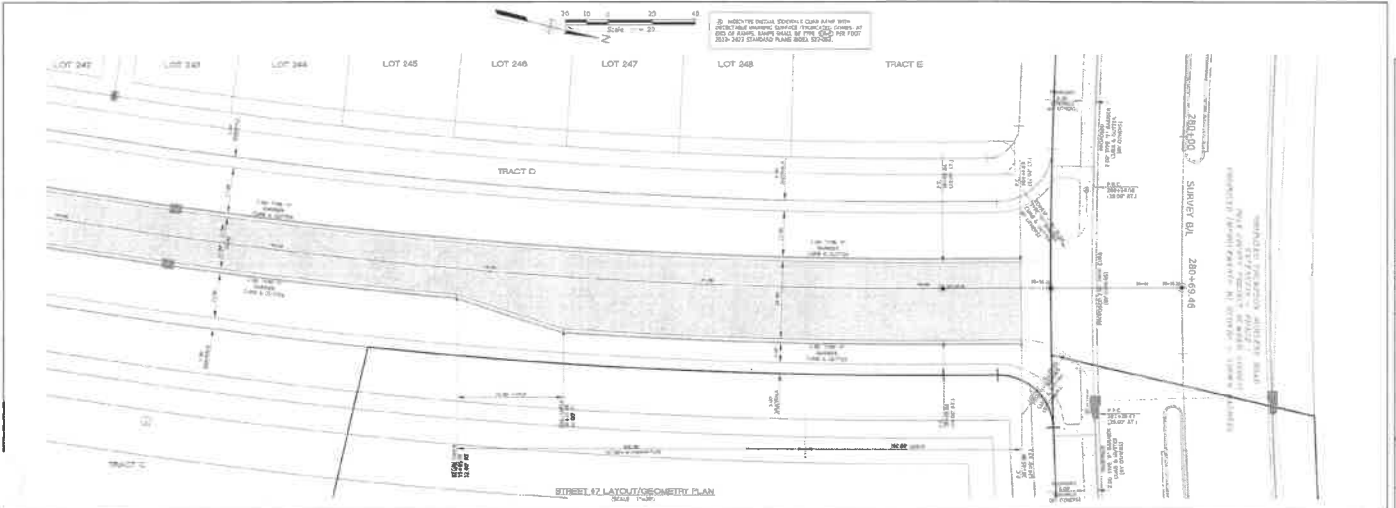


NOTE: THE SHIMS MUST NOT BE LOCATED WITHIN THE PROPOSED CRUSHED CONCRETE ROAD BASE COURSE.



CONSTRUCTION NOTE
 1. CONTRACTOR SHALL VERIFY DEPTHS OF EXISTING UTILITIES (WATER, RECLAIMED, FORCE MAIN) PRIOR TO ORDERING PRECAST STRUCTURES AND NOTIFY ENGINEER OF RECORD OF ANY DISCREPANCY. EXISTING UTILITIES SHALL BE PROTECTED AND SUPPORTED DURING INSTALLATION OF PROPOSED STORM PIPES AND COORDINATED WITH CITY OF WRITERS HAVEN INSPECTOR.

DATE: 06/15/11
 DRAWN BY: J. WOOD
 CHECKED BY: J. WOOD
 APPROVED BY: J. WOOD
 PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WRITERS HAVEN, POLK COUNTY, STATE OF FLORIDA
 PLAN & PROFILE STREET #7
 11.12



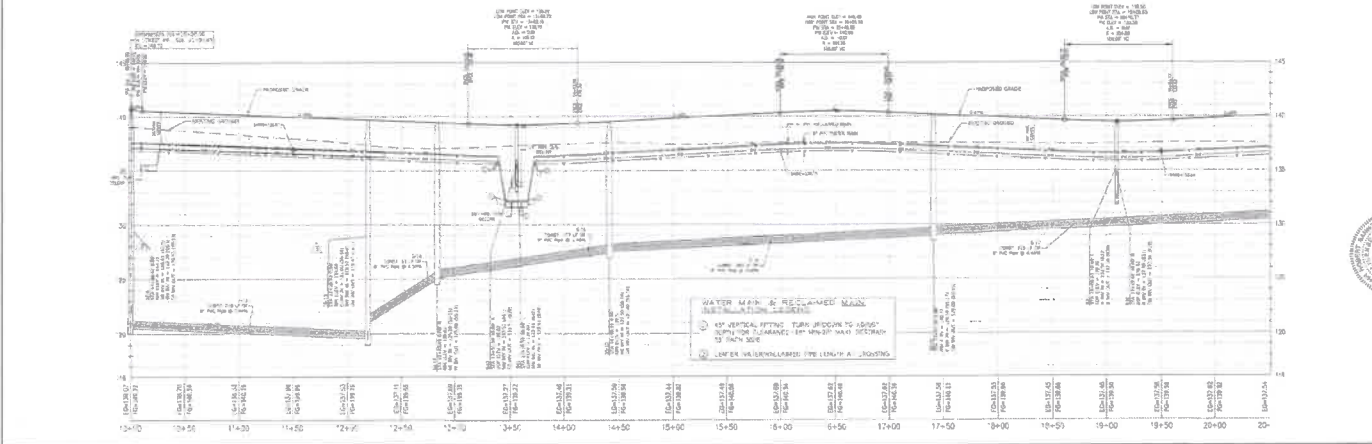
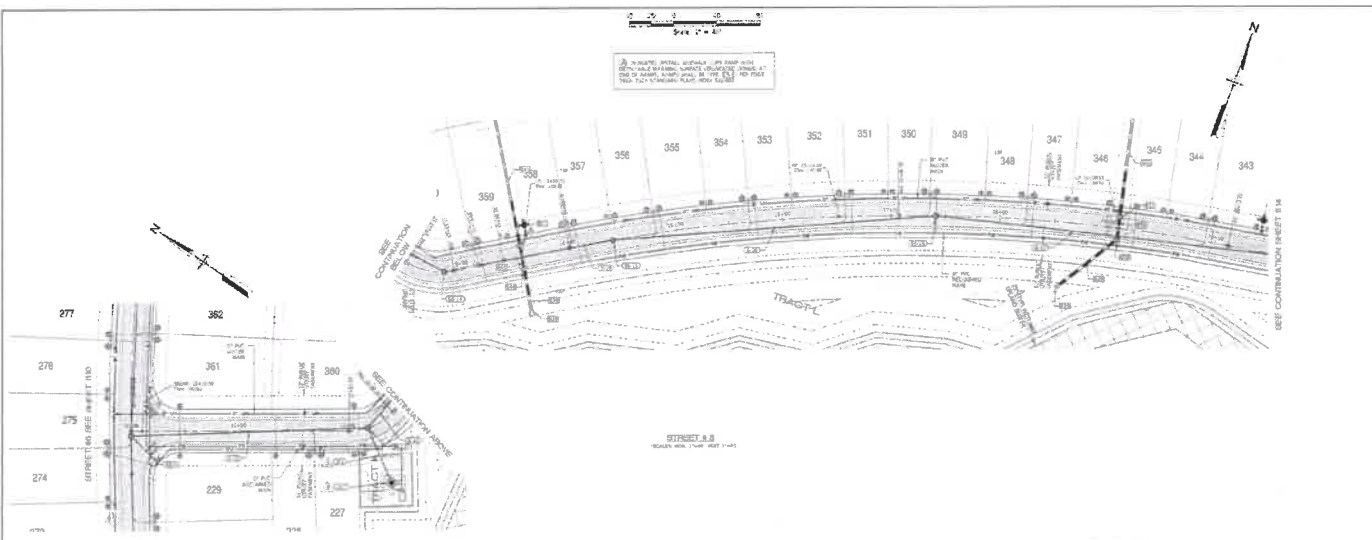
REVISIONS	DATE	BY	DESCRIPTION

WOOD & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 12456
1000 N. W. 10th Street, Suite 100
Fort Lauderdale, FL 33304
TEL: 954.349.1111
WWW.WOOD-AND-ASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION
CITY OF MIAMI, FLORIDA
DADE COUNTY, STATE OF FLORIDA

STREET #7 GEOMETRY & GRADING PLAN
11.12.1

1. ALL UTILITIES SHOWN HEREON ARE BASED UPON RECORD DRAWINGS AND FIELD SURVEY. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN HEREON AND HAS FOUND THEM TO BE CORRECT. THE ENGINEER HAS CONDUCTED VISUAL INSPECTIONS OF THE UTILITIES SHOWN HEREON AND HAS FOUND THEM TO BE CORRECT.

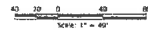


11.13

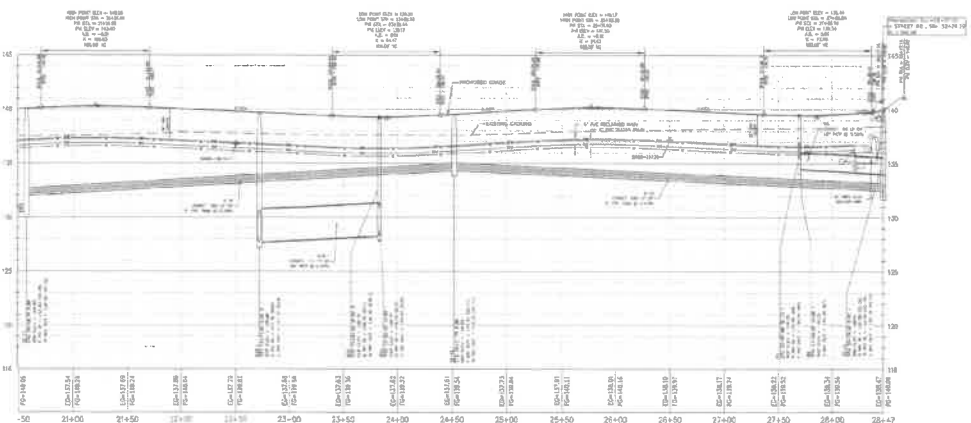
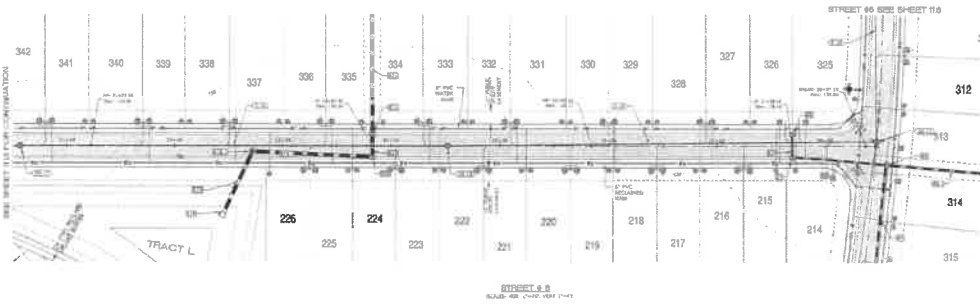
PLAN & PROFILE STREET #8

WOOD & ASSOCIATES, INC.
ENGINEERS, ARCHITECTS, PLANNERS
1100 W. GULF BLVD., SUITE 1000
HOUSTON, TEXAS 77057
PH: 713.861.1100
WWW.WOODANDASSOCIATES.COM

VILLAMAR - PHASE 6
SUBDIVISION
CITY OF WINTER HAVEN,
POLK COUNTY, STATE OF FLORIDA



① SHOWING EXISTING UTILITIES ONLY FROM EXISTING RECORDS AND FIELD SURVEY. VERIFY ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION. VERIFY ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.

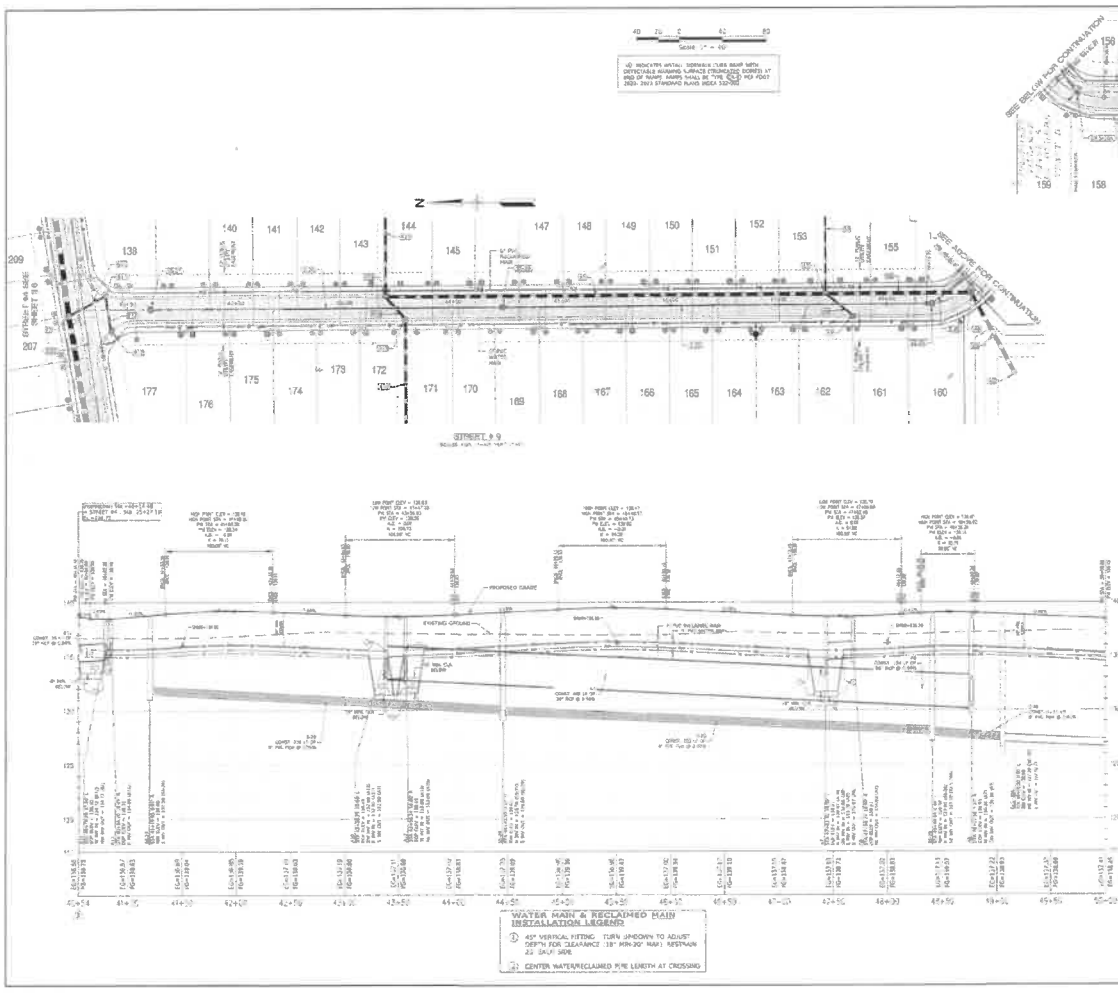
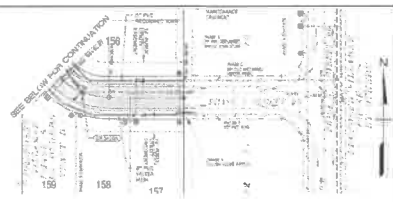


WATER MAIN & RECLAIMED SEWER
 45° VERTICAL FITTING - TURN 180° TO ADJUST DEPTH FOR CLEARANCE (18" MINIMUM)
 CENTER WATER/RECLAIMED PIPE LENGTH AT CROSSING

PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 No. 14116
 DATE: 11/14/14
 PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 COUNTY OF POLK, FLORIDA
 SHEET 11.14

40 20 0 20 40
Scale: 1" = 40'

IF EXISTING UTILITIES SHOWN IN THIS PLAN WITH
DIMENSIONS AND/OR SPACING CHANGES SHOWN AT
END OF SHEET, REFER TO THE 100' X 100' PLAN
SHEET 200 STANDARD PLANS 922-132(2)



REVISIONS

NO.	DATE	DESCRIPTION
1	10/20/14	ISSUED FOR PERMITTING

WOOD & COMPANY
INCORPORATED
Professional Engineers
10000 W. 11th Avenue, Suite 100
Denver, CO 80202
Tel: 303.751.1100
Fax: 303.751.1101
www.woodandcompany.com

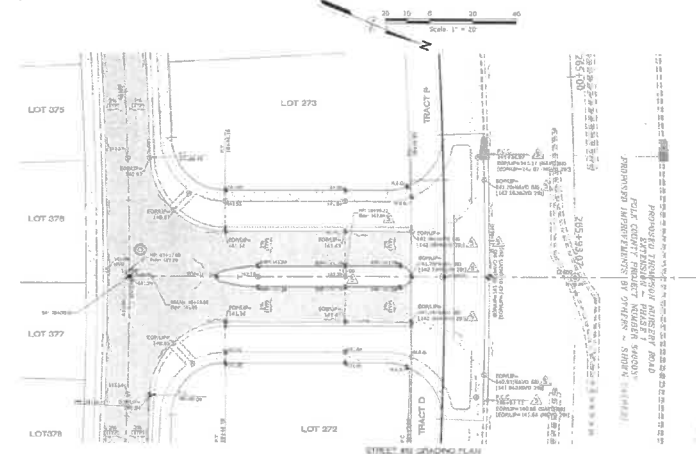
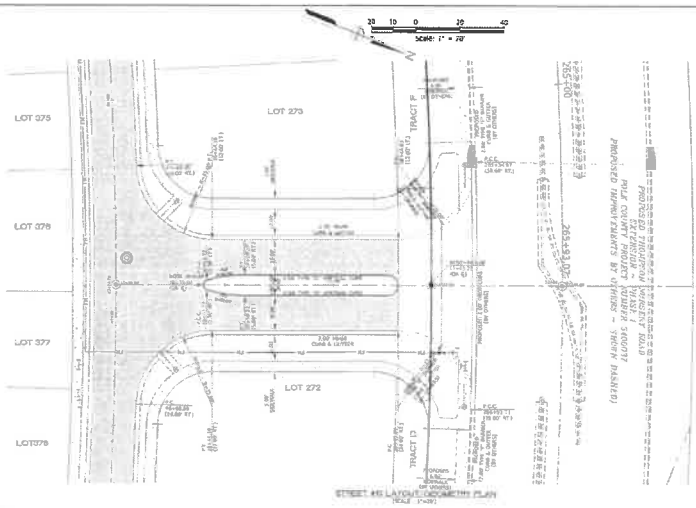
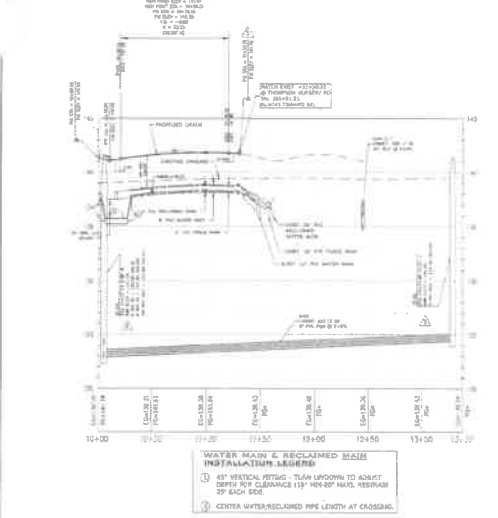
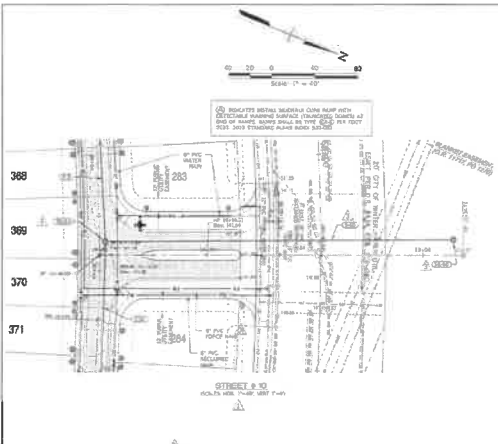
VILLAMAR - PHASE 6 SUBDIVISION

CITY OF JAMES HAWKIN
POLK COUNTY, STATE OF FLORIDA

PLAN & PROFILE STREET #9

11.15

Professional Seal/Stamp as appropriate. (Minimum 1/4" x 1/4" for Professional Seal/Stamp)



DATE	DESCRIPTION
11/11/2023	PROPOSED UTILITY INSTALLATION
11/11/2023	PROPOSED UTILITY INSTALLATION
11/11/2023	PROPOSED UTILITY INSTALLATION
11/11/2023	PROPOSED UTILITY INSTALLATION



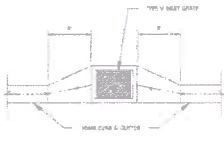
VILLAMAR - PHASE 6
SUBDIVISION

CITY OF WINTER HAVEN,
POLK COUNTY, STATE OF FLORIDA



PLAN & PROFILE
STREET #10

11.16



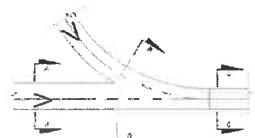
TRANSITION DETAIL - MIAMI CURB & GUTTER TO TYPE V INLET



TYPICAL 12" PUBLIC UTILITY EASEMENT



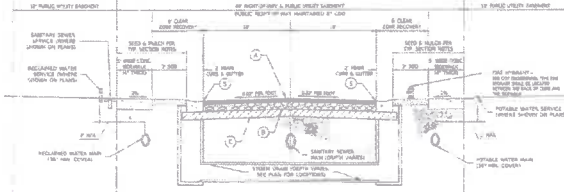
FIRE HYDRANT PLACEMENT



PAVEMENT LEGERO

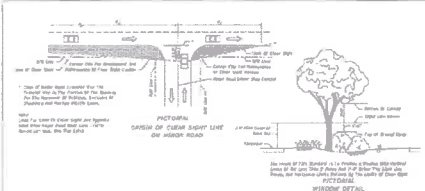
A. 1.25" TYPE SP 8.5 T/C ASPHALT	= 1.25 x 0.41 x 0.58
B. 1" FINISHED CONCRETE BASE L/S	= 0.48 x 0.17 x 0.17
C. 12" UNFINISHED SUBGRADE TYP 8.1 L/S 4.51	= 12.00 x 0.12 x 0.12

STRUCTURAL NUMBER = 2.31



40' RIGHT-OF-WAY
TYPICAL SECTION - STREETS #1 THRU #5, #8 & #9
(STREET #10 SIMILAR - SEE SHEET 11.16 FOR LAYOUT/GEOMETRY)

- WORKMANSHIP NOTES:**
- CONCRETE SHALL BE PLACED IN ONE LIFT AND FINISHED BY THE CONTRACTOR AS PART OF THESE IMPROVEMENTS.
 - WHERE SIDEWALK IS INSTALLED BY THE CONTRACTOR, THE CONTRACTOR IS RESPONSIBLE FOR SLOPING FROM THE BACK OF CURB TO THE SIDEWALK.
 - SIDEWALKS IN FRONT OF LOTS SHALL BE INSTALLED BY THE HOME BUILDER AT THE TIME OF RESIDENTIAL HOME CONSTRUCTION IN FRONT OF LOTS. THE CONTRACTOR SHALL INSTALL A 24" WIDE SIDE STEEP BACK OF CURB AND GUTTER TOP AND 8" WIDE SIDE TO THE HEIGHT OF 10" MIN.
 - WALKWAY AND COVER FOR MAIN VALVES AND CURB VALVES LOCATED WITHIN THE SIDEWALK AND DRIVEWAYS SHALL BE THREE-FOOT WIDE FROM THE SIDE OF PRODUCTS WALKWAY OR DRIVEWAY.
 - FOR ALL PUBLIC OR PRIVATE ROADS WITH CURB AND GUTTER THE ASPHALT LEGERO OR PREVENTED FROM THE DRIVEWAY CURB AND GUTTER SHALL BE NO MORE THAN 4" HIGH QUARTELY FOR 10' ABOVE THE 1/4" OF THE CURB.



CLEAR VISION TRIANGLE NOTE:

IN ORDER TO MAINTAIN A CLEAR VISION TRIANGLE TO THE INTERSECTION, THERE SHALL BE A TRIANGLE OR AREA OF CLEAR VISION THROUGHOUT THE APPROACHING DRIVE IN THE APPROACHING OF A CLEAR VISION TRIANGLE FOR EACH APPROACH. THE WIDTH OF THIS TRIANGLE IS TO BE MAINTAINED BY THE CONTRACTOR AND SHALL BE MAINTAINED FOR THE LIFE OF THE PROJECT. THE CONTRACTOR SHALL MAINTAIN THE CLEAR VISION TRIANGLE THROUGHOUT THE APPROACHING DRIVE IN THE APPROACHING OF A CLEAR VISION TRIANGLE FOR EACH APPROACH. THE CONTRACTOR SHALL MAINTAIN THE CLEAR VISION TRIANGLE THROUGHOUT THE APPROACHING DRIVE IN THE APPROACHING OF A CLEAR VISION TRIANGLE FOR EACH APPROACH.

CITY OF WINTER HAVEN - STREET SIGN NOTES

- STREET SIGN POST A PUBLIC ROAD A STREET SIGN SHALL BE MAINTAINED BY THE CITY OF WINTER HAVEN. THE SIGN SHALL BE MAINTAINED BY THE CITY OF WINTER HAVEN. THE SIGN SHALL BE MAINTAINED BY THE CITY OF WINTER HAVEN. THE SIGN SHALL BE MAINTAINED BY THE CITY OF WINTER HAVEN.
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UNSUITABLE MATERIAL NOTE:

WHERE BRICK, POOL CLAY, SAND OR OTHER UNSUITABLE MATERIAL IS ENCOUNTERED WITHIN THE LIMITS OF CONSTRUCTION THAT MATERIAL SHALL BE EXCAVATED AND REPLACED WITH SUITABLE MATERIAL.

ROADSIDE RECOVERY AREA FOR ALL STREETS

- DESIGN SPEED 35 MPH
- RECOVERY AREA SHALL BE 5' FROM CURB TO 7' FROM SIDEWALK CURB & GUTTER
- NO OBSTRUCTIONS SHALL BE PLACED WITHIN RECOVERY AREA

SIDEWALK / METERS LOCATION:

ALL SIDEWALKS SHALL BE INSTALLED ON BOTH SIDES OF ROADS. THE SIDEWALK SHALL BE INSTALLED ON BOTH SIDES OF ROADS. THE SIDEWALK SHALL BE INSTALLED ON BOTH SIDES OF ROADS. THE SIDEWALK SHALL BE INSTALLED ON BOTH SIDES OF ROADS.

SIDEWALK NOTES:

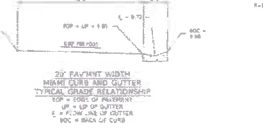
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TECO BUILDER NOTE

THE CONTRACTOR IS TO USE EITHER CALSON BURMEC EXCAVATOR OR APT AREA BEARS BY EXISTING SIDEWALK. THE CONTRACTOR IS TO USE EITHER CALSON BURMEC EXCAVATOR OR APT AREA BEARS BY EXISTING SIDEWALK. THE CONTRACTOR IS TO USE EITHER CALSON BURMEC EXCAVATOR OR APT AREA BEARS BY EXISTING SIDEWALK.

EXISTING UTILITIES NOTES:

THE CONTRACTOR IS TO USE EITHER CALSON BURMEC EXCAVATOR OR APT AREA BEARS BY EXISTING SIDEWALK. THE CONTRACTOR IS TO USE EITHER CALSON BURMEC EXCAVATOR OR APT AREA BEARS BY EXISTING SIDEWALK. THE CONTRACTOR IS TO USE EITHER CALSON BURMEC EXCAVATOR OR APT AREA BEARS BY EXISTING SIDEWALK.



WOOD & WOOD

VILLAMAR - PHASE 6 SUBDIVISION

ROADWAY TYPICAL SECTIONS

12.0



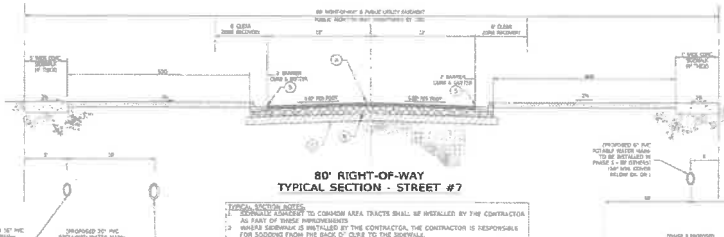
TYPE F BARRIER CURBS AND GUTTERS



24\"/>

PAVEMENT LEGEND

- | | |
|---|------|
| A. 1 1/2\"/> | |
| B. 6\"/> | |
| C. 1P STABILIZED SUBGRADE TYPE 4 OR 601 = 17.0 x 6.80\"/> | |
| UTICULAR NUMBER | |
| | 3.00 |



80\"/>

- TYPICAL SECTION NOTES**
1. EXISTING CURBS OR COMMON AREA DUCTS SHALL BE INSTALLED BY THE CONTRACTOR AS PART OF THESE IMPROVEMENTS.
 2. WHERE SIDEWALK IS INSTALLED BY THE CONTRACTOR, THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING FROM THE BACK OF CURB TO THE SIDEWALK.
 3. SIDEWALKS IN FRONT OF CURBS SHALL BE INSTALLED BY THE HOME OWNER AT TIME OF INDIVIDUAL HOME CONSTRUCTION. IN FRONT OF LOTS, THE CONTRACTOR SHALL INSTALL A 24\"/>
 4. VALVE BOX AND COVERS FOR MAIN VALVES AND CURB STOPS. LOCATED WITHIN THE SIDEWALK AND EXPOSED SHALL BE THREE-INCH SQUARE TYPICAL STREET PRODUCTS (VIBRA-TOP FOR FUTURE).
 5. FOR ALL PUBLIC OR PRIVATE ROADS WITH CURBS AND GUTTERS THE ASPHALT EDGE IN PAVEMENT ADJACENT TO THE CONCRETE CURB AND GUTTER SHALL BE NO MORE THAN QUARTER INCH ABOVE THE TOP OF THE GUTTER.

INDICATED BY THE POINT MARK OF CHANNEL TOP AND CORNER MARKS AT CURB

INDICATED BY THE INCREASED POINT MARK OF CHANNEL TOP AND CORNER MARKS AT CURB

PROVIDED BY THE "SLOPE" MARKS ARE TO BE INSTALLED BY THE HOME OWNER AT TIME OF INDIVIDUAL HOME CONSTRUCTION.

TECO BUILDER NOTE
 INDICATED FROM THE CONTRACTOR'S VALUES TO 1/4\"/>

UNSATURABLE MATERIAL NOTE:

WHERE ROCK, ROCK CLASTS AND/OR OTHER UNSATURABLE MATERIALS ARE IDENTIFIED, MATERIALS SHALL BE REJECTED AND BACKFILLED WITH SUITABLE MATERIAL.

ROADSIDE RECOVERY AREA FOR ALL STREETS

- DESIGN SPEED IS 35 MPH
- RECOVERY AREA SHALL BE 8' UTILITY LAP OF 2" TYPE F BARRIER CURB & GUTTER.
- NO OBSTRUCTIONS SHALL BE PLACED WITHIN RECOVERY AREA.

SIDEWALK / METERS LOCATION:

IF SIDEWALK IS TO BE INSTALLED BY THE HOME OWNER, ALL POINTS WITHIN THE RECOVERY AREA SHALL BE MAINTAINED AND PROTECTED THROUGHOUT CONSTRUCTION. ALL PUBLIC UTILITY METER LOCATIONS SHALL BE MAINTAINED WITHIN THE RECOVERY AREA.

SIDEWALK NOTES:

- SIDEWALK MATERIAL SHALL BE 1/4\"/>
- SIDEWALK SHALL BE 24\"/>
- SIDEWALK SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

PLEASE NOTE:

THE CONTRACTOR IS TO USE EXTREME CAUTION EXCAVATING IN ANY AREA NEAR AN EXISTING CURB. EXISTING CURBS SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING CURBS AND GUTTERS. THE CONTRACTOR SHALL MAINTAIN THE CLEARANCE OF CURB AND GUTTERS FROM THE ROADWAY AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN THE CLEARANCE OF CURB AND GUTTERS FROM THE ROADWAY AT ALL TIMES.

EXISTING UTILITIES NOTES:

IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL ABOVE GROUND AND UNDERGROUND UTILITIES, WATER, SEWER, OR GAS. ALL UTILITIES SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE CLEARANCE OF UTILITIES FROM THE ROADWAY AT ALL TIMES.

CALL BEFORE YOU DIG AT 811 OR 1-800-4-A-DIG



WE'VE GOT YOU COVERED

ROADWAY TYPICAL SECTIONS

WILLIAM FRASE 6 SUBDIVISION

CITY OF WINTER HAVEN, POLK COUNTY, STATE OF FLORIDA

DATE: 11/11/14

SCALE: AS SHOWN

PROJECT NO.: 14-001

DESIGNER: WOOD & ASSOCIATES, INC.

PROJECT LOCATION: 1111 N. HAVENWAY, WINTER HAVEN, FL 33894

PROJECT DESCRIPTION: 80' RIGHT-OF-WAY TYPICAL SECTION

APPROVED: [Signature]

DATE: 11/11/14

12.1

WATER MAIN CONSTRUCTION NOTES

- 1. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 2. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 3. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.

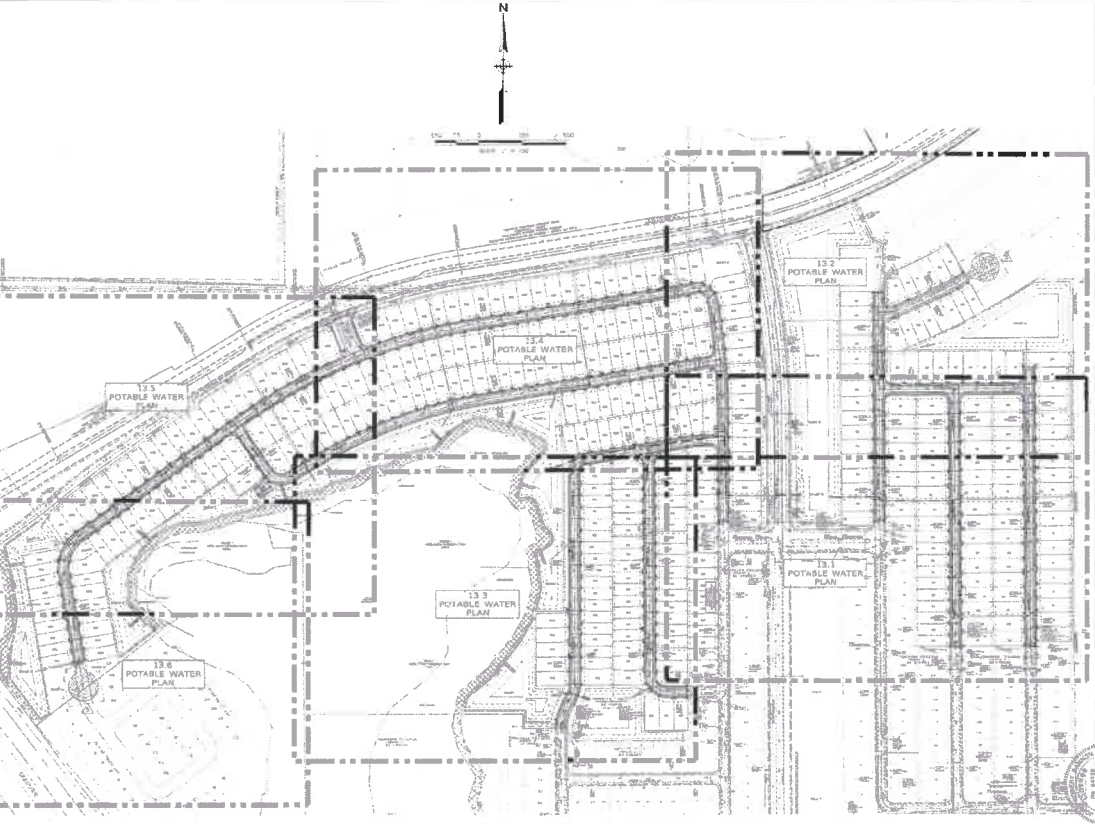
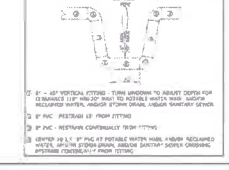
CITY OF WINTER HAVEN WATER MAIN NOTES

- 1. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 2. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 3. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 4. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 5. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 6. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 7. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 8. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 9. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 10. ALL 12" POTABLE WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.

WATER/SEWER CLEARANCE REQUIREMENTS

- 1. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 2. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
- 3. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.
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- 10. ALL WATER MAINS SHALL BE INSTALLED TO A MINIMUM DEPTH OF 36" BELOW FINISHED GRADE UNLESS OTHERWISE SPECIFIED.

WATER MAIN LOWERING DETAIL & NOTES



PLEASE NOTE
THE CONTRACTOR IS TO USE EXTREME CARE TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.

GENERAL NOTES
IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.

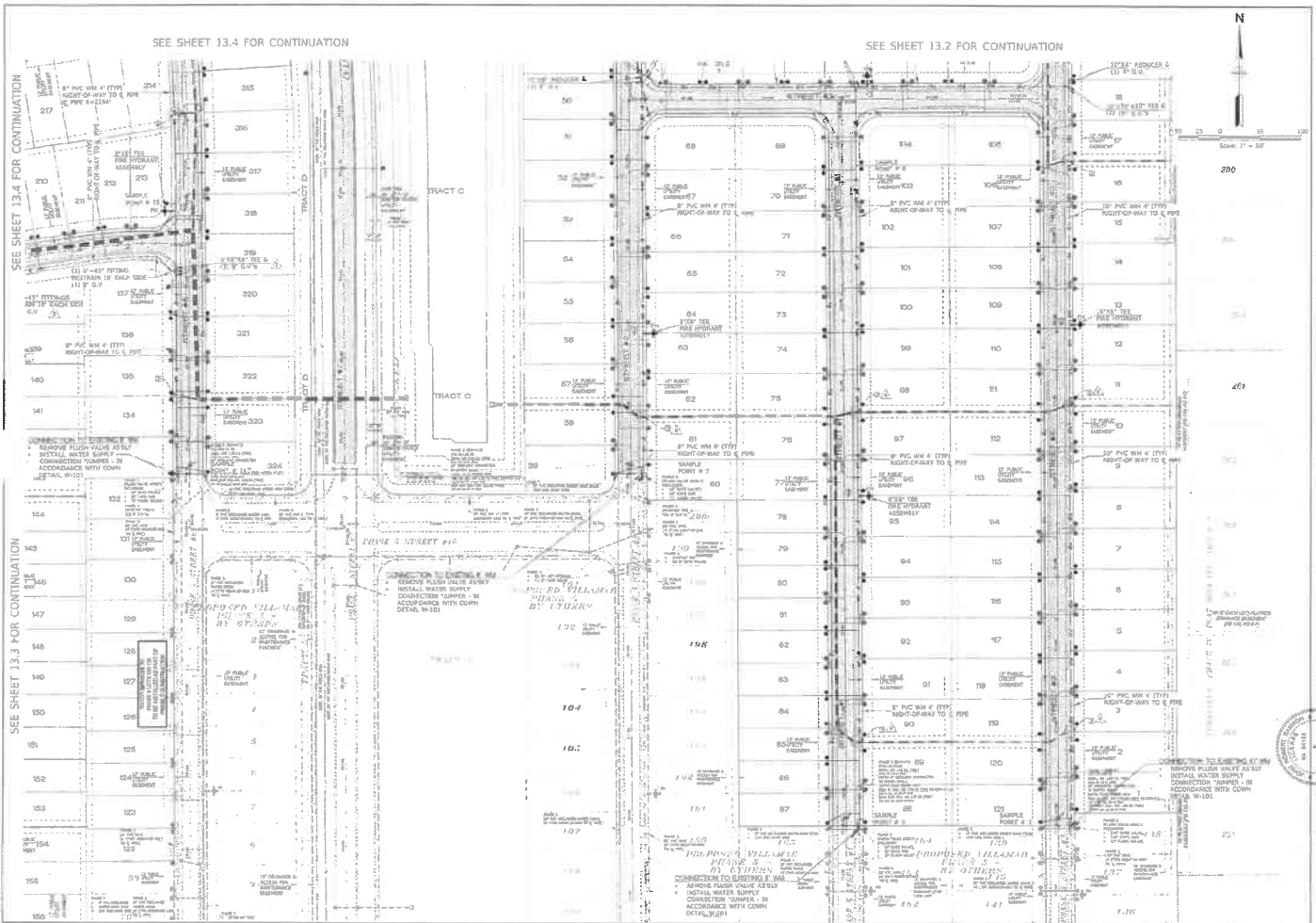
CALL 811 FOR UTILITY LOCATIONS
811
www.811.com

WOOD & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ENGINEER
STATE OF FLORIDA
NO. 12345
EXPIRES 12/31/2024

VILLAMAR - PHASE 6 SUBDIVISION
CITY OF WINTER HAVEN, FLORIDA

POTABLE WATER KEY MAP

13.0

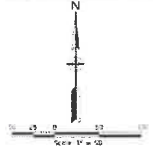
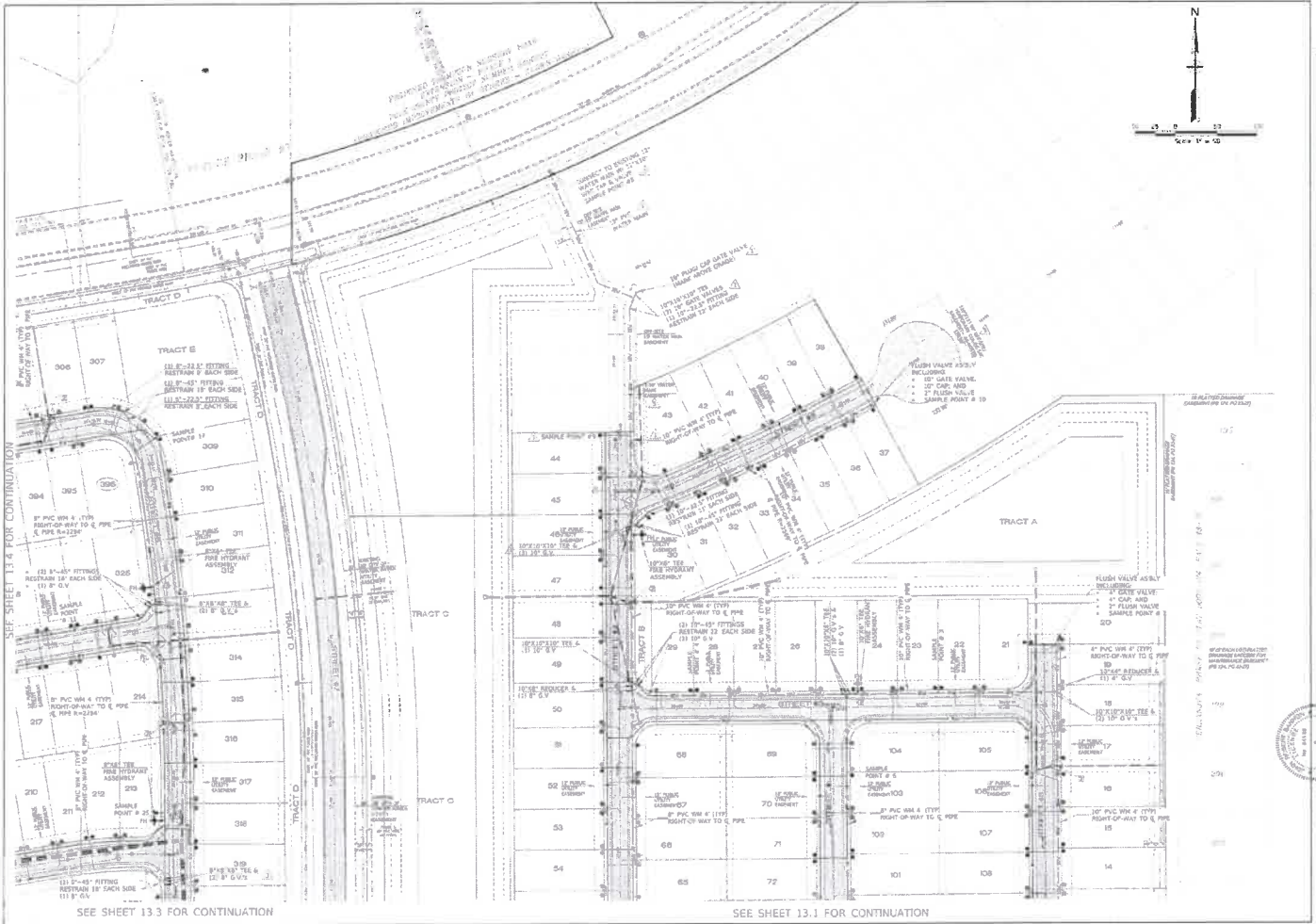


PROJECT NO. 1000
 SHEET NO. 13.1
 DATE 08/15/2018
 PREPARED BY
 CHECKED BY
 APPROVED BY

WOOD
 & ASSOCIATES
 ENGINEERS
 1000 WOODS DRIVE
 MEMPHIS, TN 38117
 (901) 948-1000

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF NORTH HAVEN,
 PULASKI COUNTY, STATE OF MISSISSIPPI

PROFESSIONAL SEAL OF MISSISSIPPI ENGINEER
 STATE OF MISSISSIPPI
 PULASKI COUNTY, MISSISSIPPI
 13.1



SEE SHEET 13.4 FOR CONTINUATION

SEE SHEET 13.1 FOR CONTINUATION

**VILLAMAR - PHASE 6
SUBDIVISION**

CITY OF WINTER HAVEN
POLY COUNTY STATE OF FLORIDA

REVISIONS:

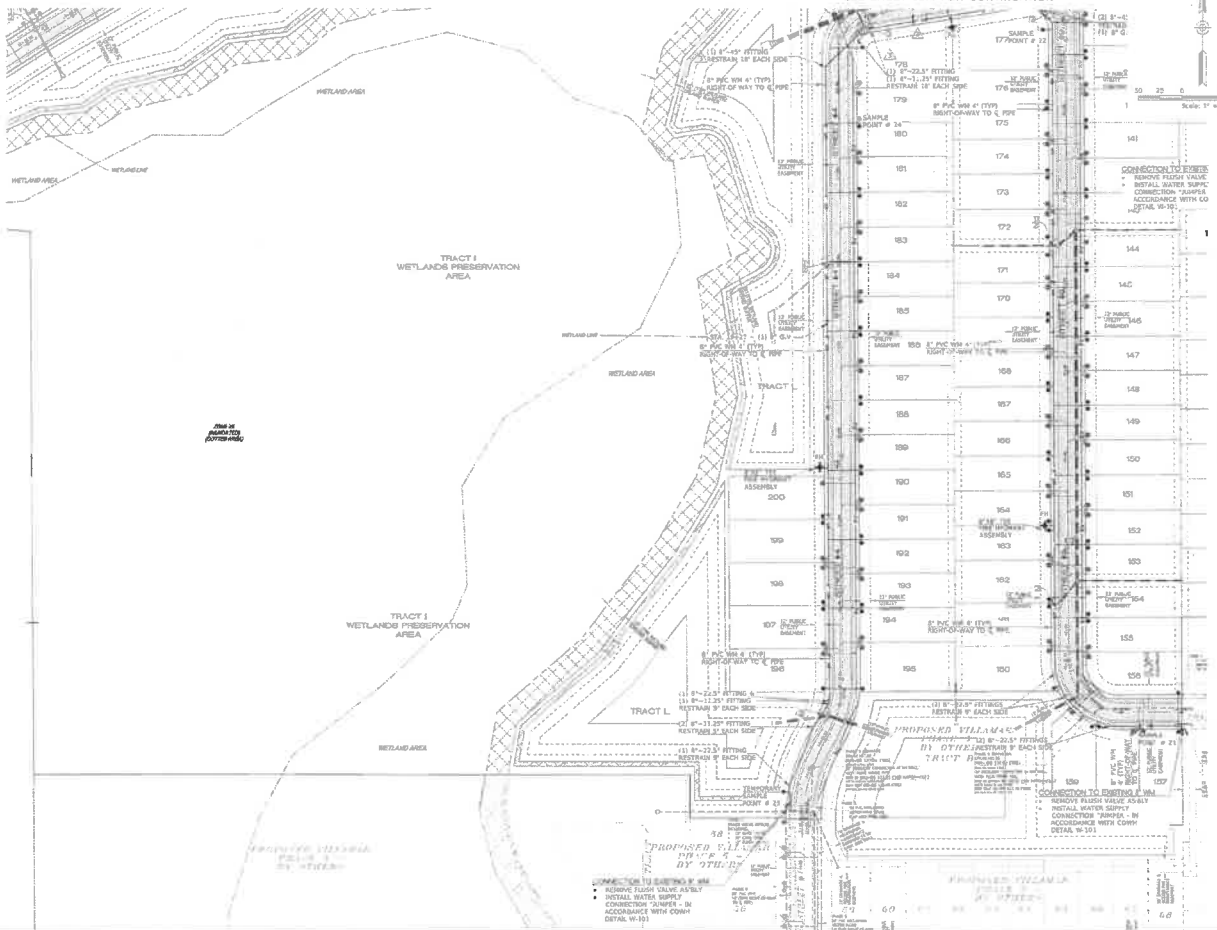
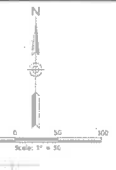
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145	11/15/2030	REVISIONS TO PERMITS
146	12/15/2030	REVISIONS TO PERMITS
147	01/15/2031	REVISIONS TO PERMITS
148	02/15/2031	REVISIONS TO PERMITS
149	03/15/2031	REVISIONS TO PERMITS
150	04/15/2031	REVISIONS TO PERMITS
151	05/15/2031	REVISIONS TO PERMITS
152	06/15/2031	REVISIONS TO PERMITS
153	07/15/2031	REVISIONS TO PERMITS
154	08/15/2031	REVISIONS TO PERMITS
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158	12/15/2031	REVISIONS TO PERMITS
159	01/15/2032	REVISIONS TO PERMITS
160	02/15/2032	REVISIONS TO PERMITS
161	03/15/2032	REVISIONS TO PERMITS
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178	08/15/2033	REVISIONS TO PERMITS
179	09/15/2033	REVISIONS TO PERMITS
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181	11/15/2033	REVISIONS TO PERMITS
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198	04/15/2035	REVISIONS TO PERMITS
199	05/15/2035	REVISIONS TO PERMITS
200	06/15/2035	REVISIONS TO PERMITS

POTABLE WATER PLAN

13.2

SEE SHEET 13.5 FOR CONTINUATION

SEE SHEET 13.4 FOR CONTINUATION



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SEE SHEET 13.1 FOR CONTINUATION

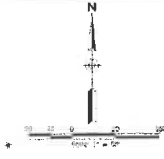
WOOD & CLYDE
 ARCHITECTURAL ENGINEERING
 4000 WEST GARDEN BOULEVARD, SUITE 300
 MIAMI, FLORIDA 33140
 PHONE: (305) 486-1100
 FAX: (305) 486-1101
 WWW.WOODANDCLYDE.COM

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF PALM BEACH, FLORIDA
 PALM BEACH, STATE OF FLORIDA

PROPOSED VILLAMAR POLLS BY THE CITY OF PALM BEACH

POTABLE WATER PLAN

13.3



PROPOSED THOMPSON WILSON ROAD
EXTENSION - PHASE 1
PEAK COUNTY PROJECT NUMBER 140007
PROPOSED IMPROVEMENTS BY UTILITY - SHOWN DASHED



SEE SHEET 13.5 FOR CONTINUATION

SEE SHEET 13.2 FOR CONTINUATION

SEE SHEET 13.3 FOR CONTINUATION

SEE SHEET 13.3 FOR CONTINUATION

PREPARED BY: **WOOD**
 ENGINEERS & ARCHITECTS
 1000 W. UNIVERSITY BLVD., SUITE 200
 GAITHERSBURG, MD 20878
 TEL: 301-251-1500
 FAX: 301-251-1501
 WWW.WOOD-ENGINEERS.COM

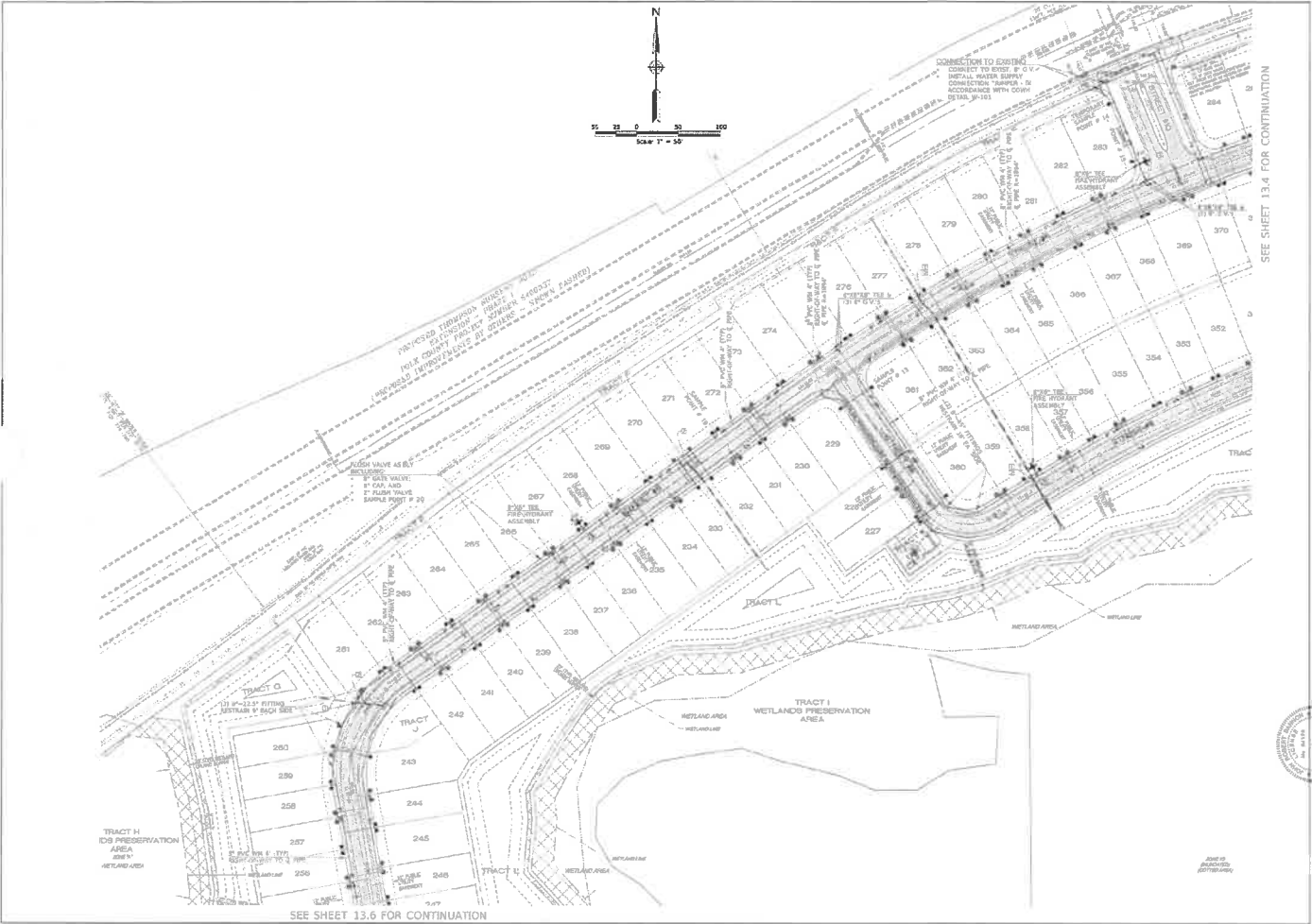
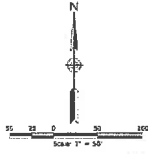
DATE: 08/13/2013
 DRAWING NO.: 13.2

**VILLAMAR - PHASE 6
 SUBDIVISION**
 CITY OF WINTER HAVEN,
 HIGHLAND COUNTY, FLORIDA

PROJECT NO.: 13.2
 SHEET NO.: 13.2
 TOTAL SHEETS: 13.5
 DATE: JAN 8, 2013

REGISTERED PROFESSIONAL ENGINEER
 STATE OF FLORIDA
 LICENSE NO. 12500

**POTABLE
 WATER
 PLAN**
 13.4



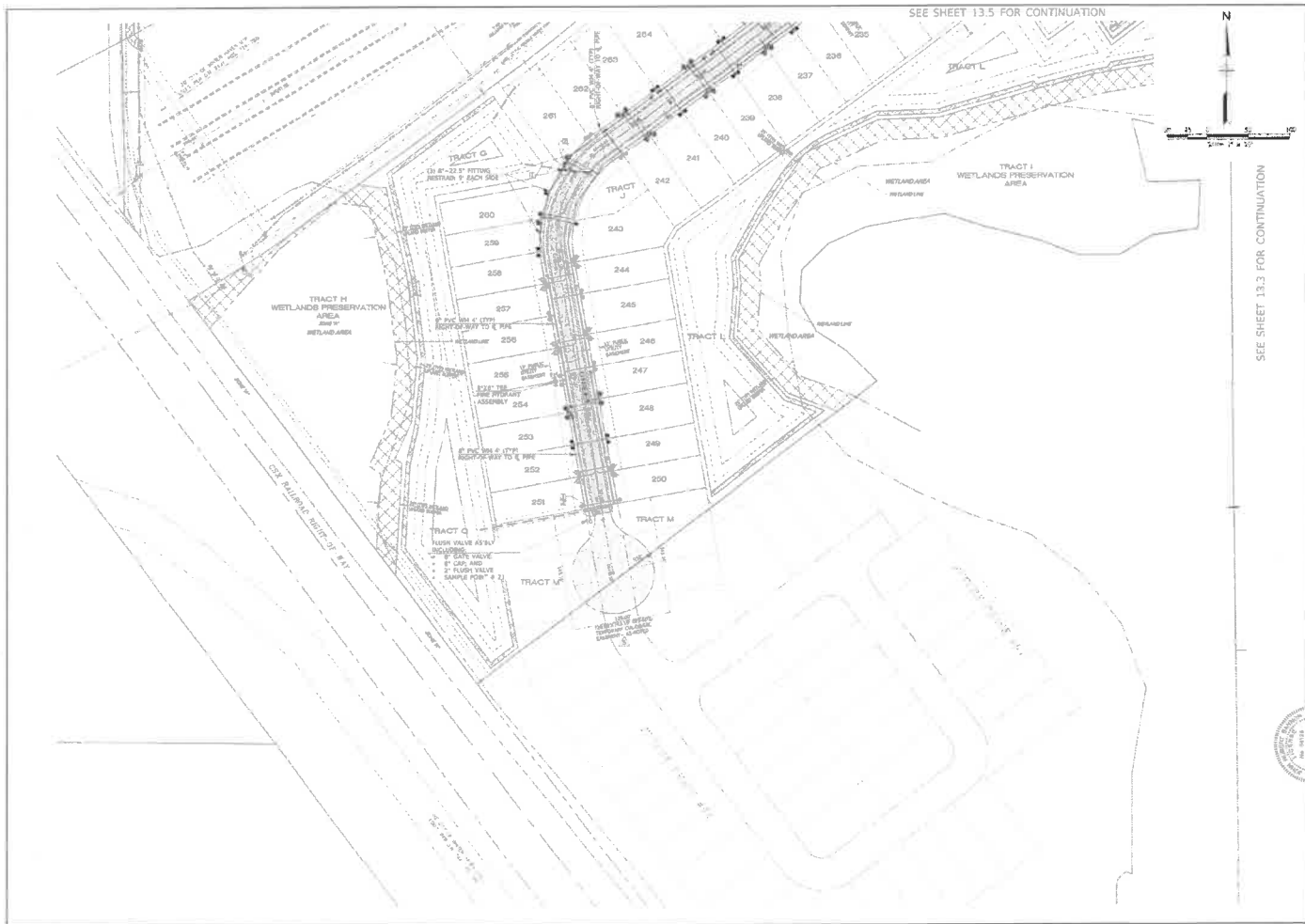
SEE SHEET 13.4 FOR CONTINUATION

SEE SHEET 13.6 FOR CONTINUATION

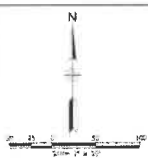
ALL RIGHTS RESERVED FOR THE PROJECT. ANY REUSE OR REPRODUCTION OF THIS PLAN WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER IS STRICTLY PROHIBITED.

VILLAMAR - PHASE 6 SUBDIVISION	
CITY OF WINTER HAVEN, FLORIDA	
PROJECT NO. 2023-001	
SHEET NO. 13.5	
DATE: JAN 24, 2024	
DRAWN BY: [Name]	
CHECKED BY: [Name]	
PROJECT ENGINEER: [Name]	
LICENSE NO. [Number]	
STATE OF FLORIDA	
POTABLE WATER PLAN	
13.5	

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SEE SHEET 13.5 FOR CONTINUATION



SEE SHEET 13.3 FOR CONTINUATION

VILLAMAR - PHASE 6 SUBDIVISION CITY OF WINTER HAVEN POLK COUNTY, STATE OF FLORIDA	
PROJECT NO. 13-010 SHEET NO. 13.6 DATE: JAN 24, 2012	PREPARED BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]
POTABLE WATER PLAN 13.6	

RECLAIMED WATER MAIN CONSTRUCTION NOTES

1. RECLAIMER LOWERS ASSUMED TO BE 18" DIAMETER UNLESS NOTED OTHERWISE. RECLAIMER SHALL BE 18" DIAMETER UNLESS NOTED OTHERWISE. RECLAIMER SHALL BE 18" DIAMETER UNLESS NOTED OTHERWISE. RECLAIMER SHALL BE 18" DIAMETER UNLESS NOTED OTHERWISE.
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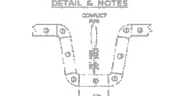
CITY OF WINTER HAVEN WATER MAIN NOTES

1. THE 18" PVC RECLAIMED WATER MAIN SHALL BE PVC CLASS 150 OR 200 UNLESS NOTED OTHERWISE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.

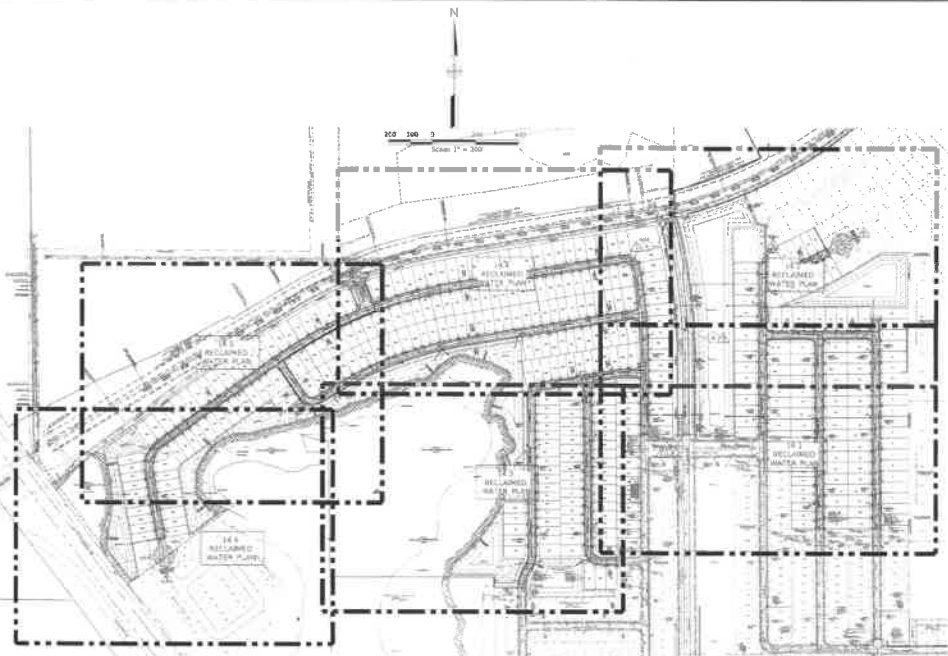
RECLAIMED WATER/SURKER CLEARANCE REQUIREMENTS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.

RECLAIMED WATER MAIN LOWERINGS RETAIL E. NOTES



1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.



KEY MAP - RECLAIMED WATER PLAN
SCALE: 1" = 200'



PLEASE NOTE:
THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.

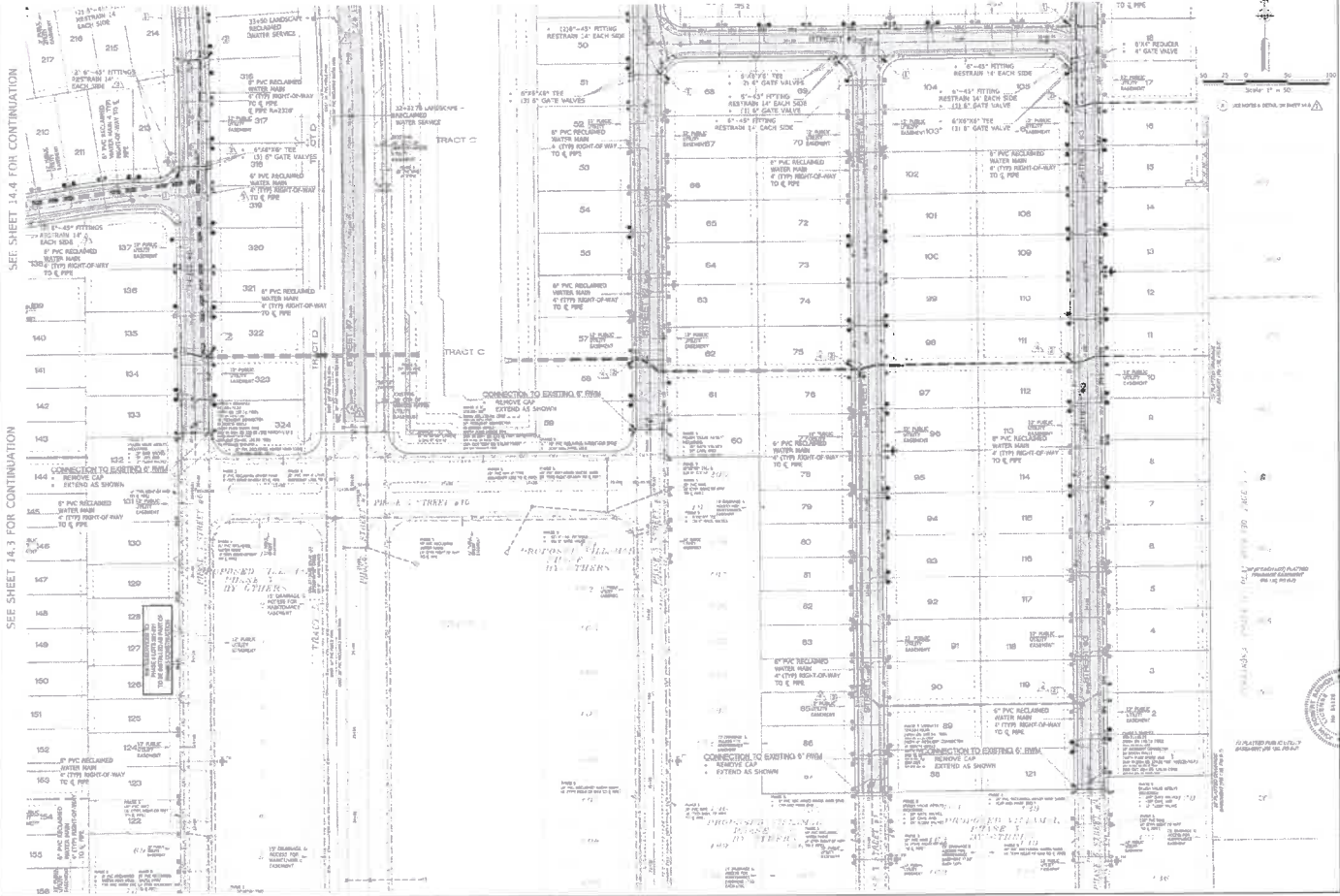
EXISTING UTILITIES NOTES:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WINTER HAVEN.

CALL 811
FOR ALL UTILITIES LOCATIONS
BEFORE YOU DIG
811-FLORIDA.COM

VILLAMAR - PHASE 6 SUBDIVISION
CITY OF WINTER HAVEN, FLORIDA
POLK COUNTY, STATE OF FLORIDA
RECLAIMED WATER KEY MAP
14.0

SEE SHEET 14.4 FOR CONTINUATION

SEE SHEET 14.2 FOR CONTINUATION



SEE SHEET 14.4 FOR CONTINUATION

SEE SHEET 14.3 FOR CONTINUATION

RECLAIMED WATER PLAN
 14.1

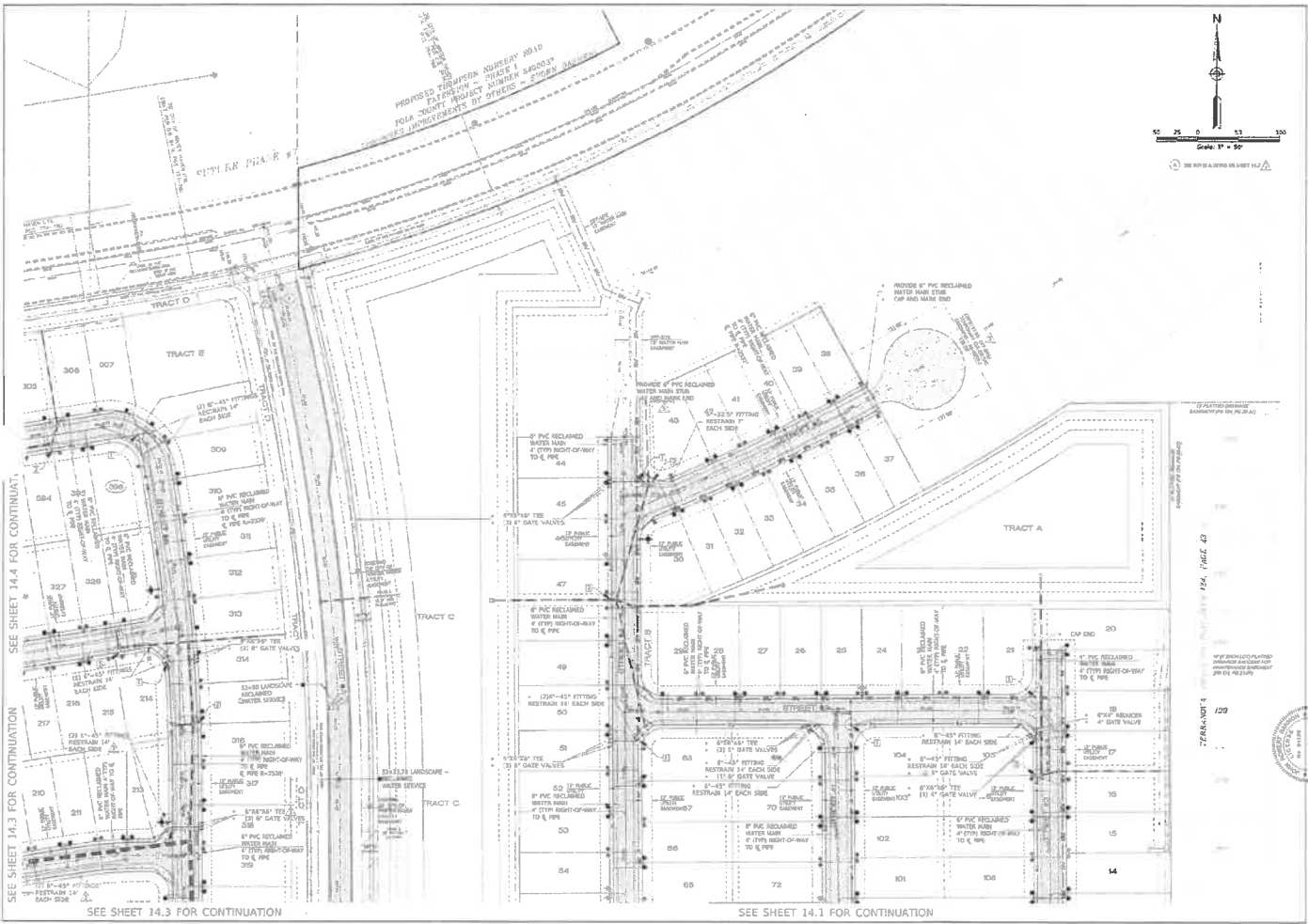
CITY OF WINTER HAVEN
 POLK COUNTY, STATE OF FLORIDA

WOOD
 & ASSOCIATES
 ENGINEERS & ARCHITECTS
 1000 W. WINTER HAVEN BOULEVARD
 WINTER HAVEN, FLORIDA 33884
 PHONE: 888-333-3333
 FAX: 888-333-3333
 WWW.WOODANDASSOCIATES.COM

VILLAMAR - PHASE 6
 SUBDIVISION

RECLAIMED WATER PLAN
 14.1

JUN 24 2010
 10:00 AM



DATE: 11/11/2014
 TIME: 10:00 AM
 PROJECT: VILLAMAR - PHASE 5
 SHEET: 14.2
 SCALE: 1" = 30'

WOOD
 ENGINEERS
 1100 W. UNIVERSITY BLVD.
 SUITE 100
 AUSTIN, TX 78701
 TEL: 512.476.1100
 FAX: 512.476.1101
 WWW.WOOD-ENGINEERS.COM

VILLAMAR - PHASE 5
 SUBDIVISION

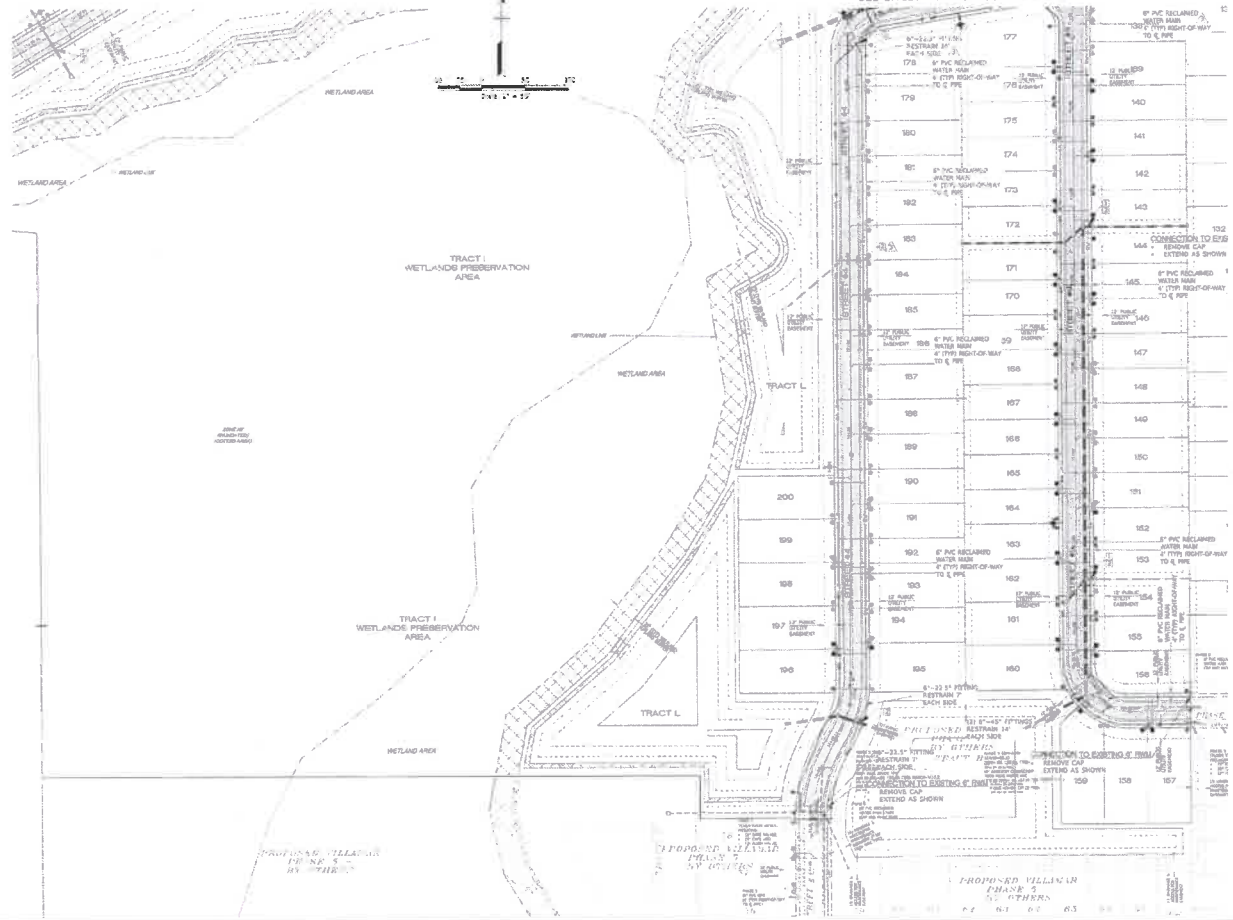
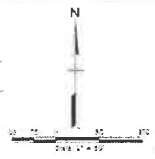
CITY OF PINE BLISS
 POLK COUNTY, STATE OF FLORIDA

RECLAIMED WATER PLAN

14.2

SEE SHEET 14.3 FOR CONTINUATION

SEE SHEET 14.4 FOR CONTINUATION



SEE SHEET 14.1 FOR CONTINUATION

DATE: 10/15/2014 10:58:11 AM

RECLAIMED WATER PLAN

14.3

WOOD & ASSOCIATES
 1100 W. UNIVERSITY BLVD., SUITE 200
 AUSTIN, TEXAS 78705
 TEL: 512.476.1100
 FAX: 512.476.1101
 WWW.WOOD-AND-ASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF VILLAMAR, FLORIDA
 POLK COUNTY, STATE OF FLORIDA

DATE: 10/15/2014 10:58:11 AM

BY: [Signature]

SCALE: AS SHOWN

PROJECT NO: 14.3

DATE: 10/15/2014 10:58:11 AM

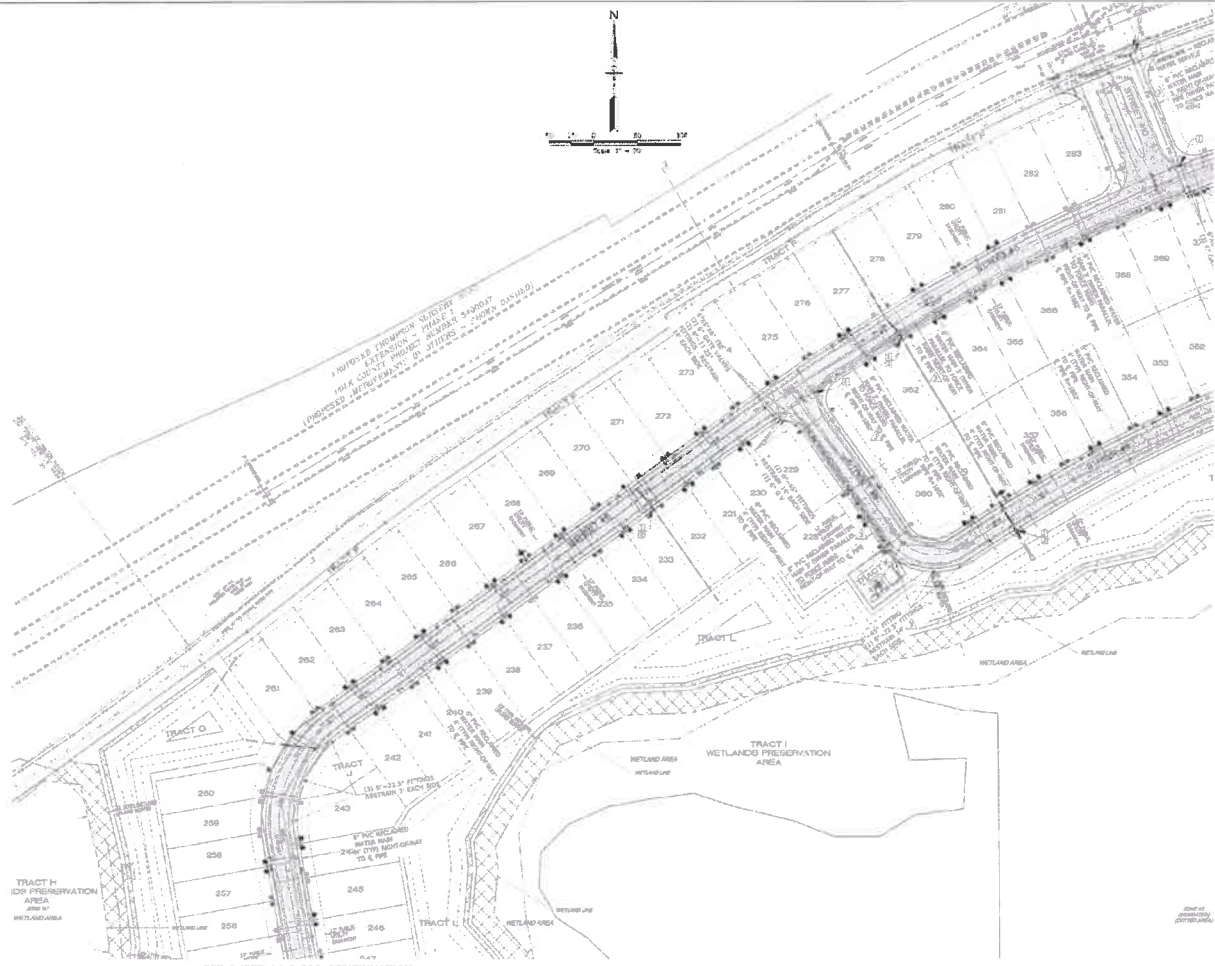
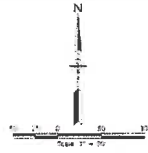


SEE SHEET 14.2 FOR CONTINUATION
 SEE SHEET 14.3 FOR CONTINUATION
 SEE SHEET 14.1 FOR CONTINUATION

WOOD
 &
 PARTNERS
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 W. UNIVERSITY AVENUE, SUITE 200
 GAITHERSBURG, MD 20878
 TEL: 301.251.1000
 WWW.WOODSPEAKERS.COM

VILLAMAR - PHASE 6
SUBDIVISION
 CITY OF WINTER HAVEN
 POLK COUNTY, STATE OF FLORIDA

RECLAIMED WATER PLAN
 14.4



SEE SHEET 14.4 FOR CONTINUATION

RECLAIMED WATER PLAN
 14.5

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF MIAMI BEACH
 DADE COUNTY, STATE OF FLORIDA

WOOD & ASSOCIATES
 ENGINEERS
 1300 BAYVIEW BLVD., SUITE 200
 MIAMI BEACH, FL 33139
 TEL: 305.441.1111
 FAX: 305.441.1112
 WWW.WOOD-ENG.COM

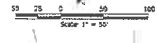
DATE: 01/14/16
 SHEET NO.: 14.5
 OF 14

REVISIONS:
 1. 01/14/16: INITIAL DESIGN

PREPARED BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

RECLAIMED WATER PLAN
 14.5

SEE SHEET 14.5 FOR CONTINUATION



SEE SHEET 14.5 FOR CONTINUATION

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RECLAIMED WATER PLAN

14.6

WOOD & ASSOCIATES, INC.
 11000 W. UNIVERSITY BLVD., SUITE 100
 JACKSONVILLE, FLORIDA 32217
 PHONE: 904.766.1100
 FAX: 904.766.1101
 WWW.WOODANDASSOCIATES.COM

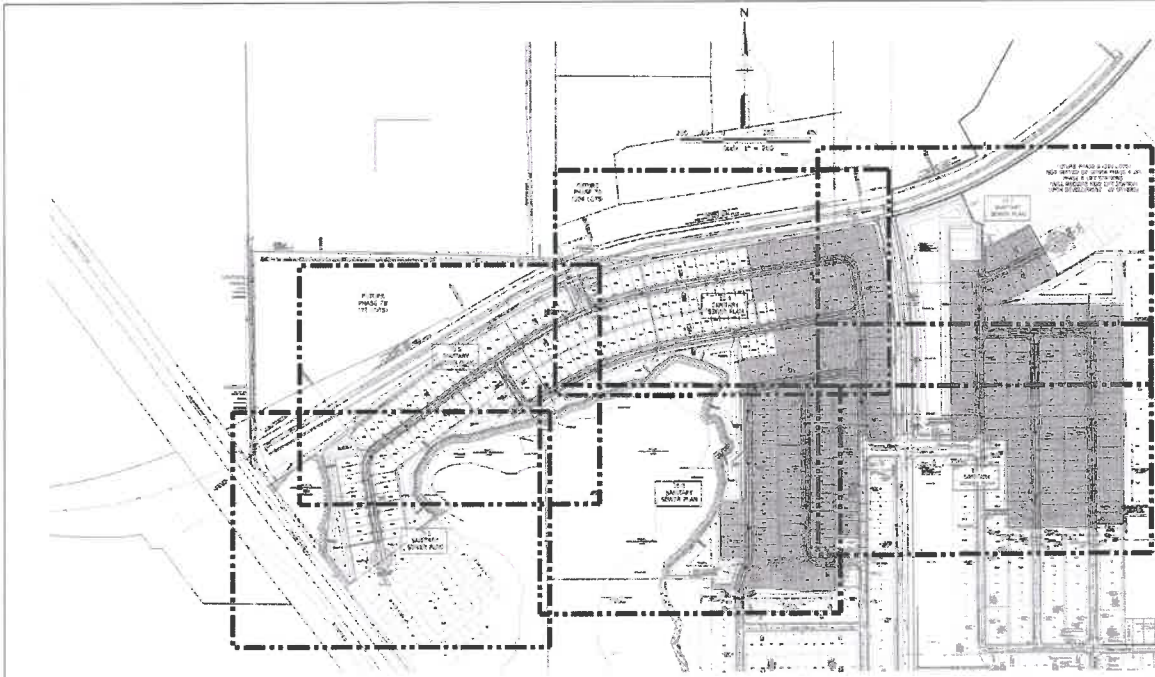
VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF SANTA FE SPRING
 POLK COUNTY, STATE OF FLORIDA

DATE: 1/27/24
 SCALE: AS SHOWN

PROJECT NO: 24-001
 SHEET NO: 14.6

APPROVED FOR THE CITY OF SANTA FE SPRING
 DATE: 1/27/24

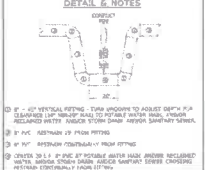
APPROVED FOR THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS
 DATE: 1/27/24



FORCE MAIN CONSTRUCTION NOTES

- 1) MANHOLE COVER HOLES SHALL BE LOCATED TO MINIMIZE INTERFERENCE WITH EXISTING UTILITIES. MANHOLES SHALL BE CONSTRUCTED TO A MINIMUM OF 18" ABOVE FINISHED GRADE. ALL MANHOLES SHALL BE CONSTRUCTED TO A MINIMUM OF 18" ABOVE FINISHED GRADE.
- 2) MANHOLE COVERS SHALL BE 18" DIA. CAST IRON WITH 18" DIA. RINGS. ALL MANHOLES SHALL BE CONSTRUCTED TO A MINIMUM OF 18" ABOVE FINISHED GRADE.

FORCE MAIN LOWERING DETAIL & NOTES



- 1) 18" DIA. FORCE MAIN SHALL BE CONSTRUCTED TO A MINIMUM OF 18" ABOVE FINISHED GRADE.
- 2) 18" DIA. FORCE MAIN SHALL BE CONSTRUCTED TO A MINIMUM OF 18" ABOVE FINISHED GRADE.

KEY MAP - SANITARY SEWER PLAN
SCALE 1" = 200'

NOTE FOR EXISTING SEWER CONNECTIONS
THE EXISTING SANITARY SEWER SYSTEM THAT IS CURRENTLY NOT UNDER PHASE AREAS THAT WAS CONSTRUCTED AS PART OF PREVIOUS PHASES, AND ACCORDING TO THE CONDITIONS STATED ON THE IMPROVED PLANS OF THE APPROVED PHASES, THIS SANITARY SEWER SYSTEM SHALL BE RE-INSPECTED AND RE-TESTED AFTER THE SANITARY SEWER LATERAL CONNECTIONS ARE DONE AND THE CURB CUT ACCESS ROAD IS RE-INSTALLED WITH THE FINAL ROAD STRUCTURE PRIOR TO PAVING.

SEWER LATERAL NOTES
SEWER LATERALS SHALL BE CONSTRUCTED TO A MINIMUM OF 18" ABOVE FINISHED GRADE. ALL SEWER LATERALS SHALL BE CONSTRUCTED TO A MINIMUM OF 18" ABOVE FINISHED GRADE.

EXISTING LOT STATION (LOT BREAKDOWN)
PHASE 4 LOTS TO BE SERVED BY EXISTING PHASE 4 LEFT STACK (266 LOTS)

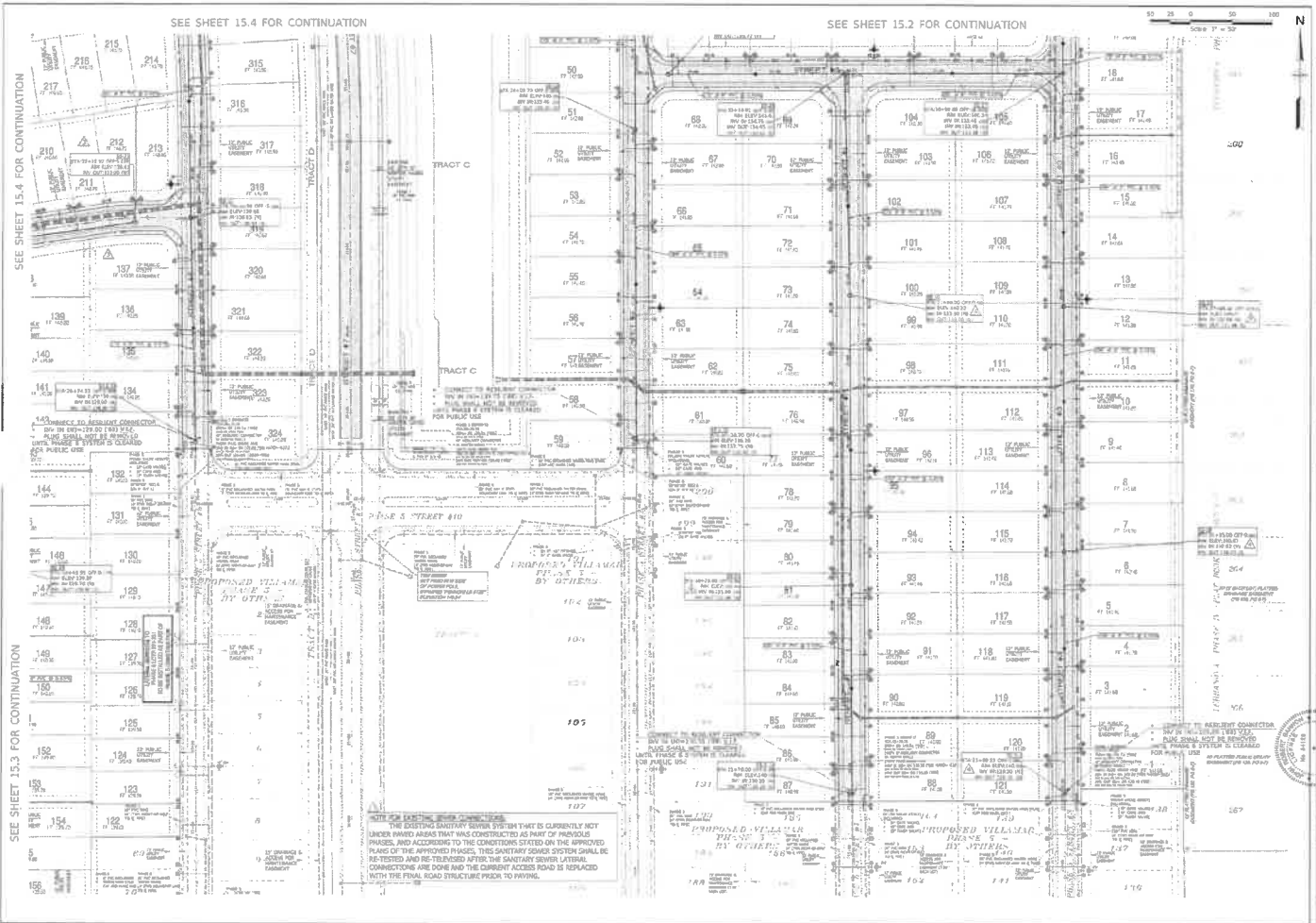
PLEASE NOTE:
THE SUBDIVISION IS TO USE EXTENSIVE CAUTION DURING EXCAVATION OF ANY UTILITY LINES. ALL EXISTING UTILITY LINES SHALL BE PROTECTED AND NOT TO BE DISTURBED. ALL EXISTING UTILITY LINES SHALL BE PROTECTED AND NOT TO BE DISTURBED.

EXISTING UTILITIES NOTES:
IF A UTILITY LINE IS PROBABLY TO BE LOCATED ALL WORK SHALL BE STOPPED IMMEDIATELY. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE DISTURBED.

CALL before you dig
811
811 BY 800-488-4879
811 BY 800-488-4879

CITY OF WATER - WASTE WATER MAIN NOTES

1. A MINIMUM 24" DIAMETER SANITARY SEWER SHALL BE PROVIDED FOR ALL PHASES WITH THE 18" DIA. FORCE MAIN.
2. OVER EXISTING MAINS ARE NOT ALLOWED WITHIN 10' OF ANY CITY UTILITY LINE (WATER, GAS, OR SEWER) MAINS.
3. EXISTING LATERALS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
4. THE LOCATION OF EXISTING LATERALS SHALL BE MAINTAINED AND EXISTING FORCE MAINS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
5. ALL EXISTING LATERALS SHALL BE MAINTAINED AND EXISTING FORCE MAINS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
6. ALL EXISTING LATERALS SHALL BE MAINTAINED AND EXISTING FORCE MAINS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
7. ALL EXISTING LATERALS SHALL BE MAINTAINED AND EXISTING FORCE MAINS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
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9. ALL EXISTING LATERALS SHALL BE MAINTAINED AND EXISTING FORCE MAINS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.
10. ALL EXISTING LATERALS SHALL BE MAINTAINED AND EXISTING FORCE MAINS ARE TO REMAIN UNLESS OTHERWISE NOTED ON THIS PLAN.



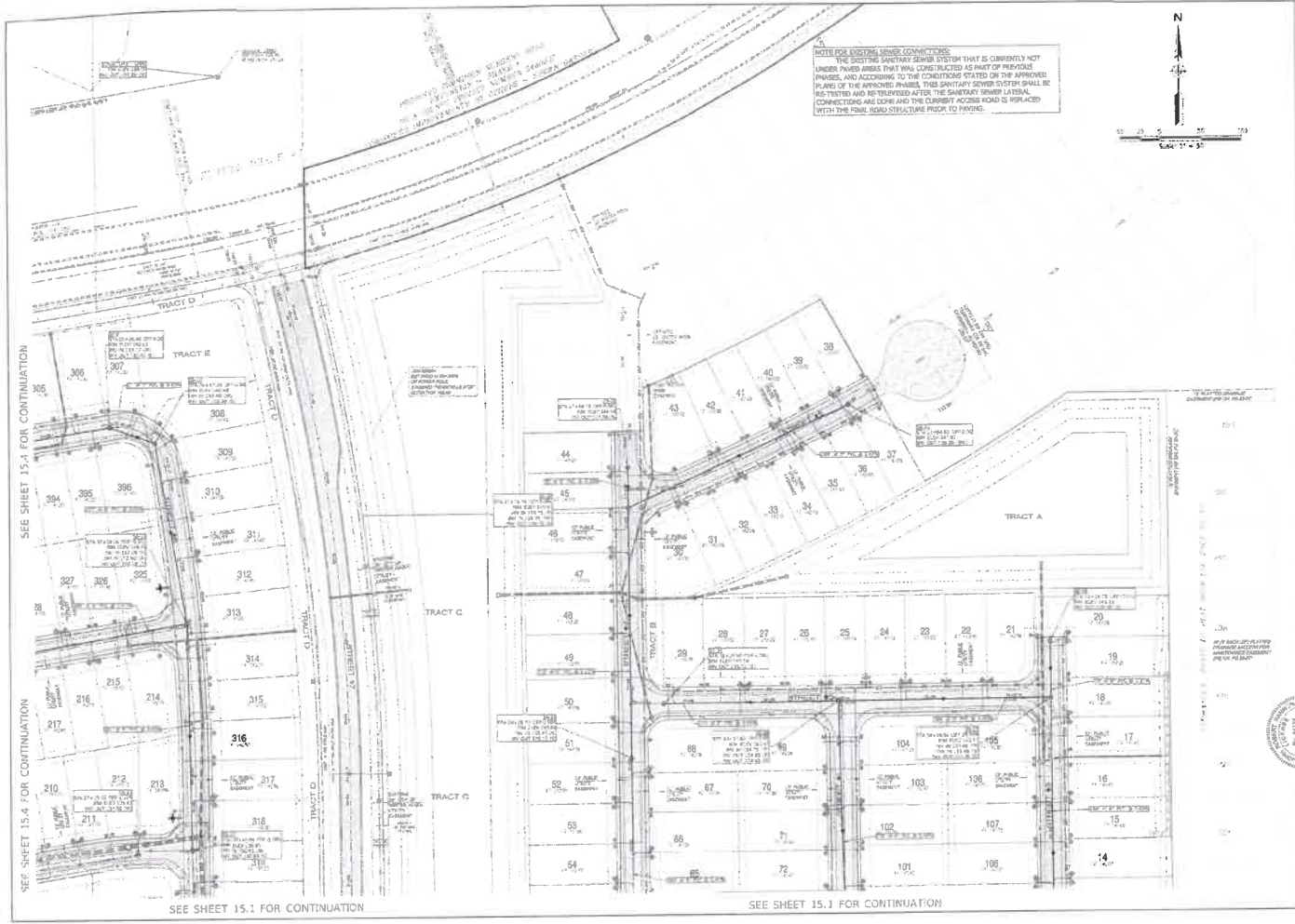
WOOD & COMPANY, INC.

VILLAMAR - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN, FLORIDA

SANITARY SEWER PLAN

15.1



SEE SHEET 15.4 FOR CONTINUATION

SEE SHEET 15.4 FOR CONTINUATION

SEE SHEET 15.1 FOR CONTINUATION

SEE SHEET 15.1 FOR CONTINUATION

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF WINTER HAVEN
 PEEL COUNTY, STATE OF FLORIDA

SANITARY
 SEWER
 PLAN

SHEET 15.2

WOOD & ASSOCIATES, INC.
 1100 W. WINTER HAVEN BOULEVARD
 WINTER HAVEN, FLORIDA 33884
 PHONE: 888-333-3333
 FAX: 888-333-3333
 WWW.WOODANDASSOCIATES.COM

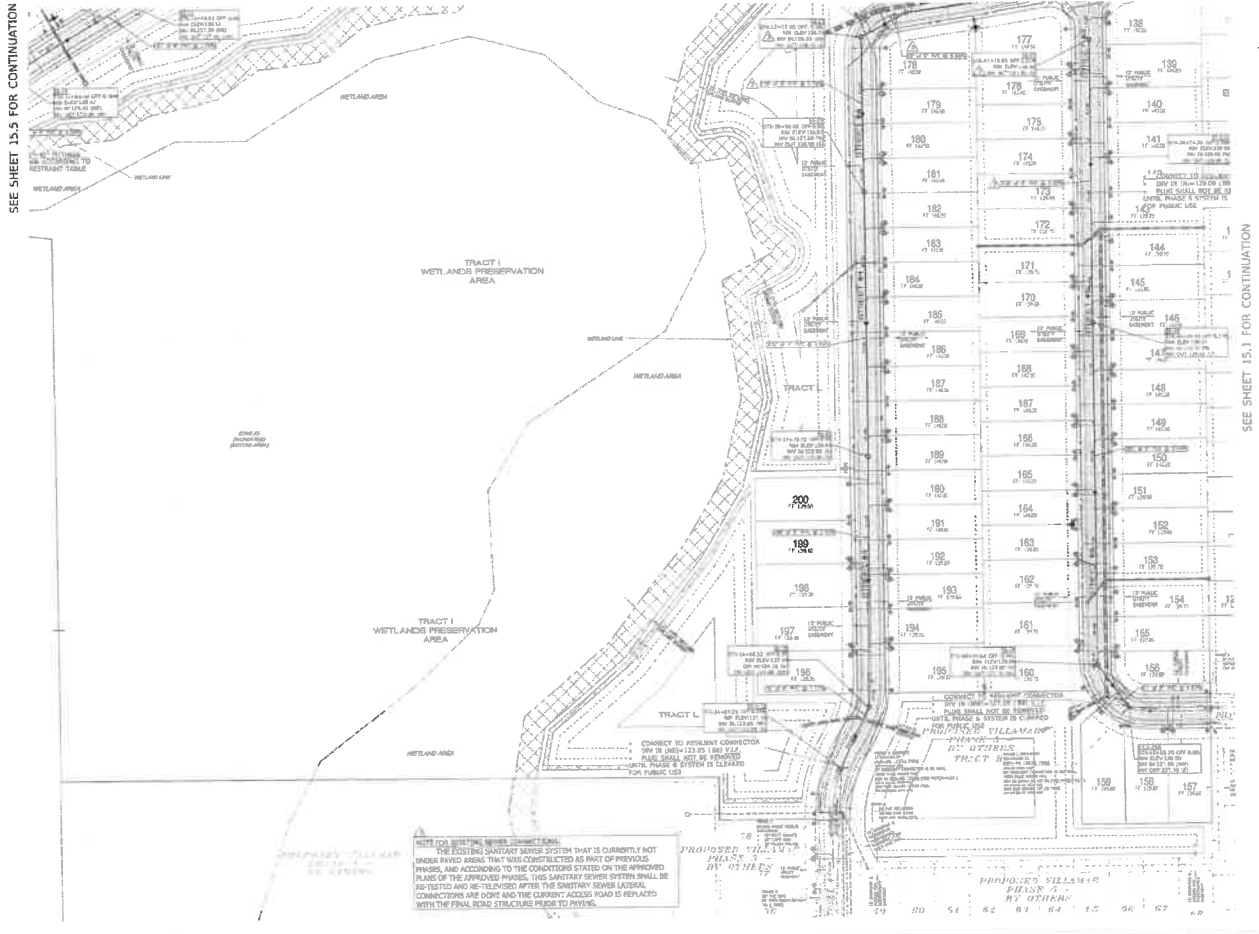
DATE: 08/18/2010
 DRAWN BY: J. B. WOOD
 CHECKED BY: J. B. WOOD
 APPROVED BY: J. B. WOOD

SEE SHEET 15.5 FOR CONTINUATION

SEE SHEET 15.4 FOR CONTINUATION

SEE SHEET 15.4 FOR CONTINUATION

Scale: 1" = 30'



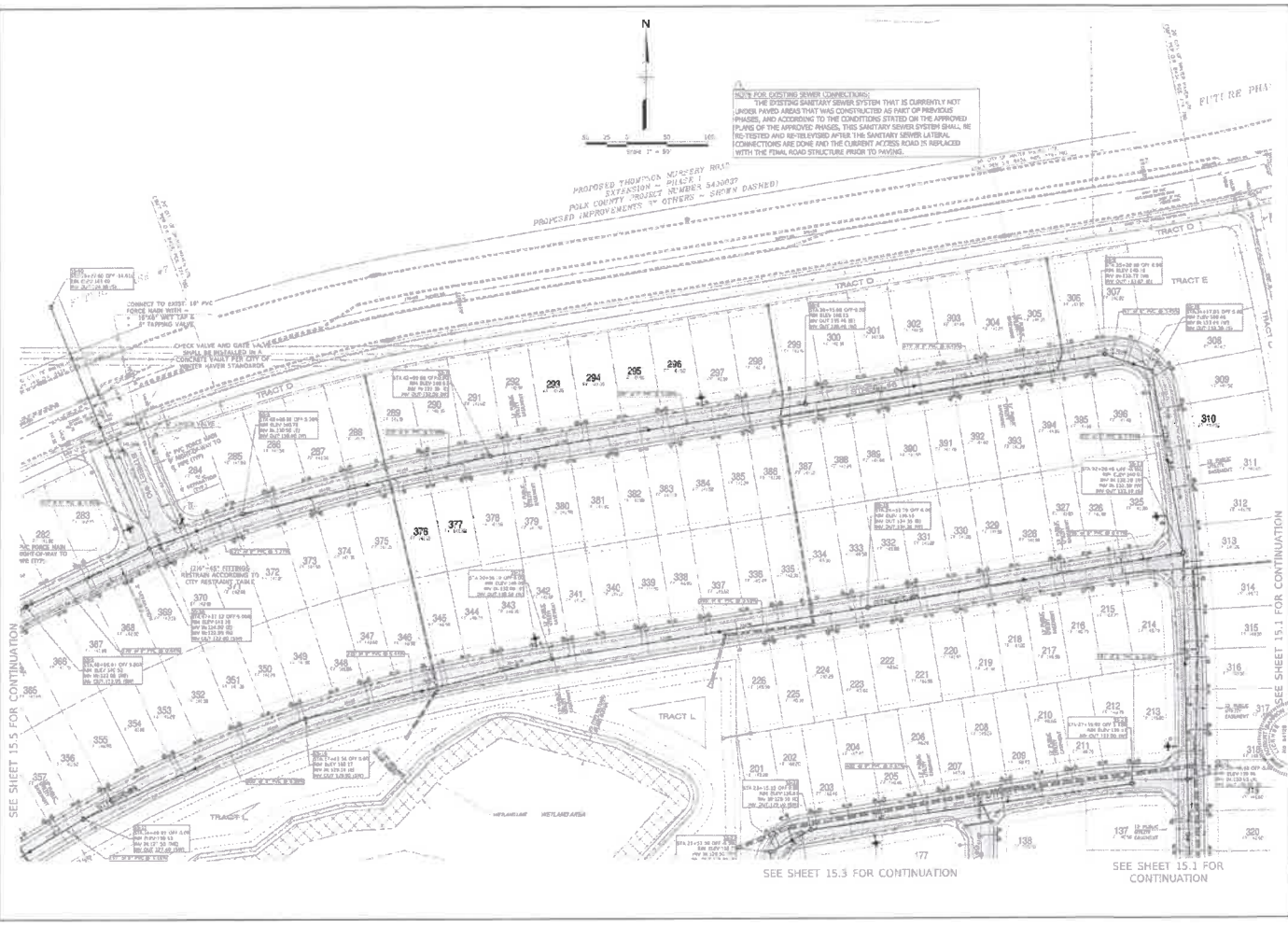
SEE SHEET 15.1 FOR CONTINUATION

PROJECT NO. 2014-0000000000
 DATE: 01/11/2015
 DRAWN BY: J. WOOD
 CHECKED BY: J. WOOD
 PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 SANITARY SEWER PLAN
 SHEET 15.3



NOTE FOR EXISTING SEWER CONNECTIONS:
 THE EXISTING SANITARY SEWER SYSTEM THAT IS CURRENTLY NOT UNDER PAVED AREAS THAT WAS CONSTRUCTED AS PART OF PREVIOUS PHASES AND ACCORDING TO THE CONDITIONS STATED ON THE APPROVED PLANS OF THE APPROVED PHASES, THIS SANITARY SEWER SYSTEM SHALL BE RE-TESTED AND RE-DESIGNED AFTER THE SANITARY SEWER LATERAL CONNECTIONS ARE DONE AND THE CURRENT ACCESS ROAD IS REPLACED WITH THE FINAL ROAD STRUCTURE PRIOR TO PAVING.

PROPOSED THRUWAY MERSEY ROAD
 EXTENSION - PHASE 1
 POLK COUNTY PROJECT NUMBER 542007
 PROPOSED IMPROVEMENTS TO OTHERS - SHOWN DASHED



SEE SHEET 15.5 FOR CONTINUATION

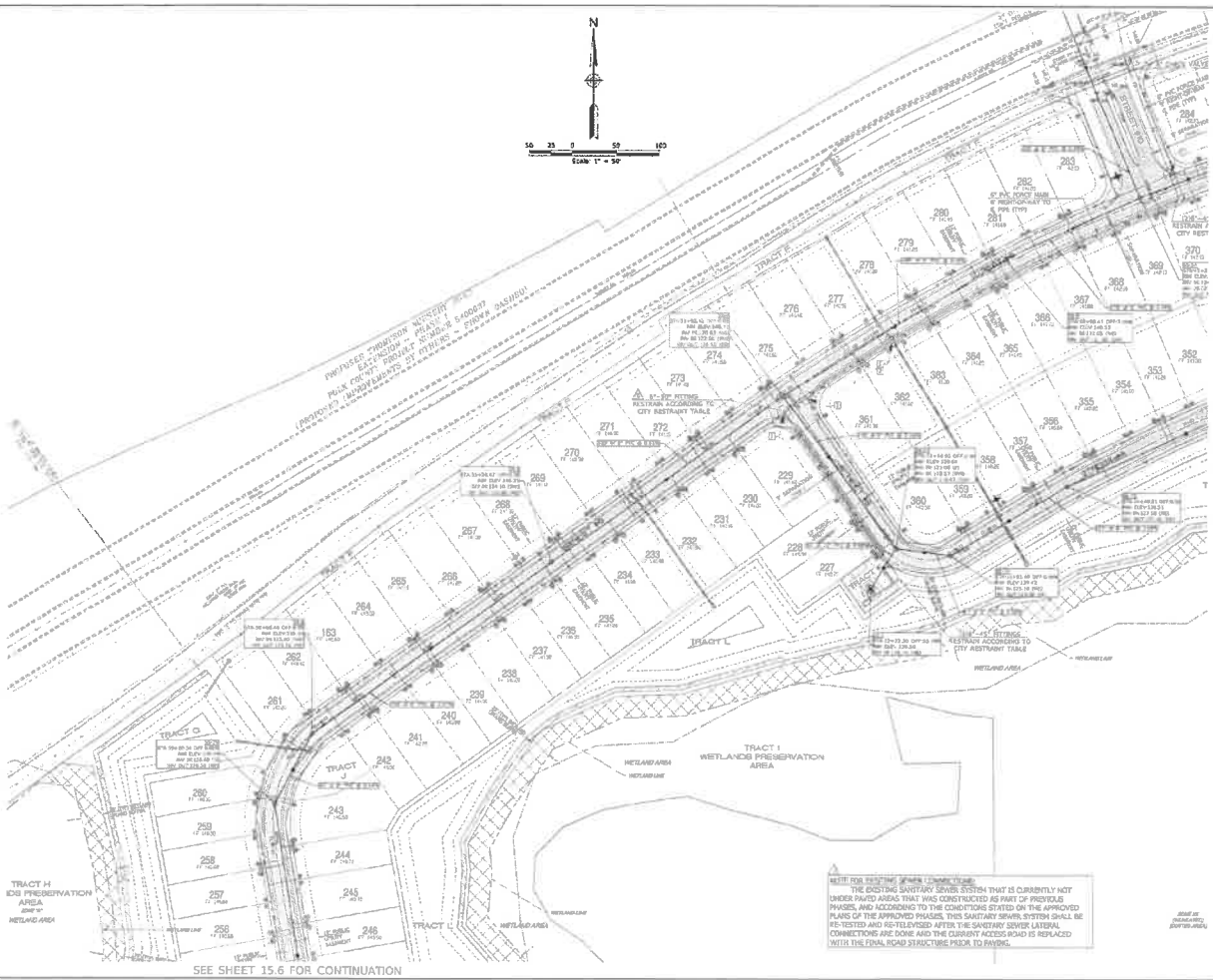
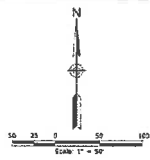
SEE SHEET 15.3 FOR CONTINUATION

SEE SHEET 15.1 FOR CONTINUATION

DATE: 08/11/2011
 TIME: 10:00 AM
 PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 SHEET: 15.4
 SANITARY SEWER PLAN
 15.4

WOOD & ASSOCIATES
 ENGINEERS
 1100 W. UNIVERSITY BLVD.
 SUITE 100
 GAITHERSBURG, MD 20878
 TEL: 301-251-3000
 FAX: 301-251-3001
 WWW.WOOD-CA.COM

VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 POLK COUNTY, STATE OF FLORIDA



SEE SHEET 15.6 FOR CONTINUATION

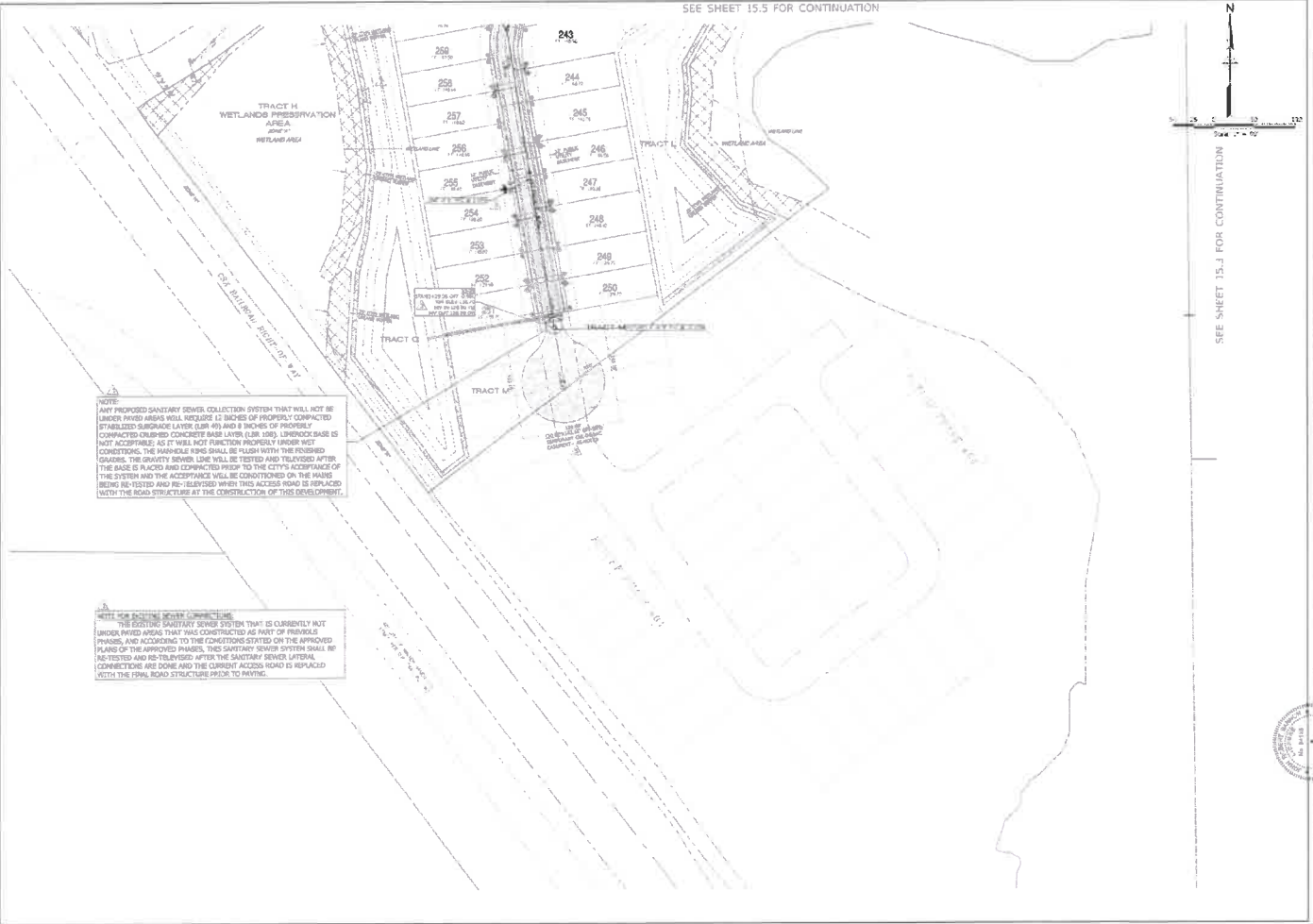
NOTE FOR EXISTING SEWER LINES: THE EXISTING SANITARY SEWER SYSTEM THAT IS CURRENTLY NOT UNDER PAID AREAS THAT WAS CONSTRUCTED AS PART OF PREVIOUS PHASES, AND ACCORDING TO THE CONDITIONS STATED ON THE APPROVED PLANS OF THE PREVIOUS PHASES, THIS SANITARY SEWER SYSTEM SHALL BE RE-TESTED AND RE-TESTED AFTER THE SANITARY SEWER LATERAL CONNECTIONS ARE DONE AND THE CURBWAY ACCESS ROAD IS REPLACED WITH THE DUAL ROAD STRUCTURES PRIOR TO PAVING.

SEE SHEET 15.4 FOR CONTINUATION

DRAWING PROVIDED TO BE USED FOR INFORMATION ONLY. NOT TO BE USED FOR CONSTRUCTION. SEE SHEET 15.4 FOR CONTINUATION.

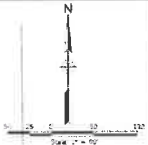
	DATE: 1/13/15 DRAWING NO.: 15.4
	PROJECT NO.: 15.4
VILLAMAR - PHASE 6 SUBDIVISION	
CITY OF WINTER HAVEN, POLK COUNTY, STATE OF FLORIDA	
	SANITARY SEWER PLAN
SHEET 15.5	

SEE SHEET 15.5 FOR CONTINUATION



NOTE:
 ANY PROPOSED SANITARY SEWER COLLECTION SYSTEM THAT WILL NOT BE UNDER PAVED AREAS SHALL INCLUDE 12 INCHES OF PROPERLY COMPACTED STABILIZED SURFACE LAYER (SUB 49) AND 8 INCHES OF PROPERLY COMPACTED CURB/AND CONCRETE BASE LAYER (SUB 100). UNDERPAVEMENT IS NOT ACCEPTABLE AS IT WILL NOT FUNCTION PROPERLY UNDER WET CONDITIONS. THE MANHOLE RINGS SHALL BE ALIGNED WITH THE FINISHED GRADES. THE GRAVITY SEWER LINE WILL BE TESTED AND TELEVIEWED AFTER THE BASE IS PLACED AND COMPACTED PRIOR TO THE CITY'S ACCEPTANCE OF THE SYSTEM AND THE ACCEPTANCE WILL BE CONDITIONED ON THE PAVING BEING RE-TESTED AND RE-TELEVIEWED WHEN THIS ACCESS ROAD IS REPLACED WITH THE FINAL ROAD STRUCTURE AT THE COMPLETION OF THIS DEVELOPMENT.

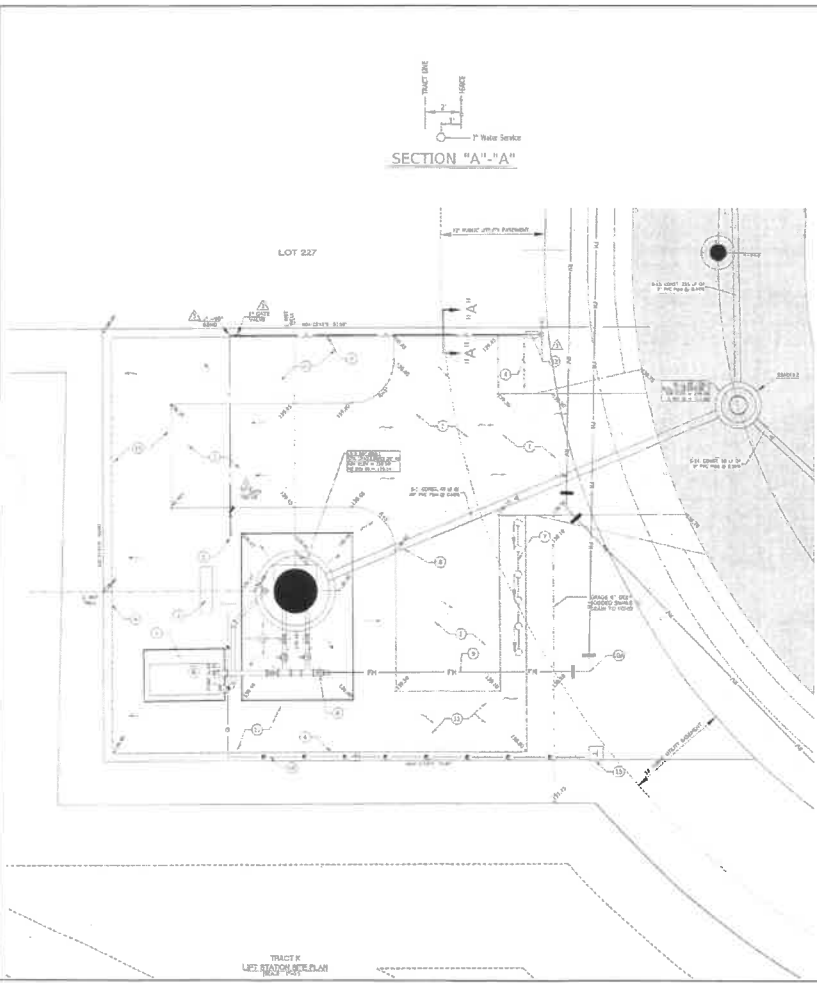
NOTE:
 HERE, THE EXISTING SEWER CONNECTIONS TO THE EXISTING SANITARY SEWER SYSTEM THAT IS CURRENTLY NOT UNDER PAVED AREAS THAT WAS CONSTRUCTED AS PART OF PREVIOUS PHASES AND ACCORDING TO THE CONDITIONS STATED ON THE APPROVED PLANS OF THE APPROVED PHASES, THIS SANITARY SEWER SYSTEM SHALL BE RE-TESTED AND RE-TELEVIEWED AFTER THE SANITARY SEWER LATERAL CONNECTIONS ARE DONE AND THE CURRENT ACCESS ROAD IS REPLACED WITH THE FINAL ROAD STRUCTURE PRIOR TO PAVING.



SEE SHEET 15.J FOR CONTINUATION

PROJECT NO. 15-013
 SHEET NO. 15.6
 DATE: 01/24/2015
 PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 COUNTY: POLK COUNTY, FLORIDA
 CITY: VILLAMAR, FLORIDA
 PREPARED BY: WOOD & ASSOCIATES, LLC
 PROJECT MANAGER: JAMES WOOD
 DESIGNER: JAMES WOOD
 CHECKER: JAMES WOOD
 APPROVED BY: JAMES WOOD
 TITLE: SANITARY SEWER PLAN
 SHEET NO. 15.6

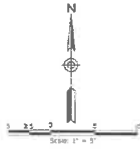
SECTION "A-A"



CONSTRUCTION NOTES

- (1) 6" THICK CONCRETE REINFORCED WITH FIBERGLASS USING A 1:1 RATIO SHALL BE 3,000 PSI STRENGTH AT 28 DAYS - INVERTARY AND LIFT STATION AREA WITH CONTROL JOINTS PER DETAIL.
- (2) CONTROL PANEL
- (3) METEOR
- (4) 8" HIGH PERIMETER CHAIN LINK FENCE (BLACK) PER COVER TECH SPEC SECTION 4.4.4
- (5) WASH DOWN ASSEMBLY WITH HOSE END
- (6) RESEALANT WEDGE GATE VALVE
- (7) 12" ROLLING GATE
- (8) 12" PVC GRAVITY WASTEWATER MAIN
- (9) 6" PVC FORCE MAIN
- (10) 12" 45° FITTINGS
- (11) 4" 45° FITTING WITH GEOPHANE UNDERLAMENT
- (12) LIFT STATION 1" WATER SERVICE AND 1" METEOR AND WFE SUCUPATION PREVENTER DEVICE
- (13) 6" THICK, FIBERGLASS CONCRETE RAMP PSI STRENGTH AT 28 DAYS
- (14) 6" 45° FITTING WITH PVC CONNECTIONS TO WET WELL. SEE SHEET 15.0 FOR DETAILS, PVC CONNECTIONS AND ANCHORAGE.
- (15) TRANSFORMER LOCATION SHALL BE COORDINATED WITH REG AND CITY OF WINTER PARKERS.
- (16) APPROXIMATE LOCATION OF ELECTRIC SERVICE LOCATION TO PANEL.

LEGEND



GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH ALL CITY ORDINANCES AND SPECIFICATIONS AS SHOWN ON THE DRAWINGS.
2. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE CITY ENGINEER.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WINTER PARKERS STANDARDS.

REFERENCE PLAN SHEETS

1. SEE SHEET 15.0 FOR LIFT STATION DETAILS.

GATE PLAN NOTE

SEE SHEET 15.0 FOR GATE PLAN DETAILS AND CONSTRUCTION SPECIFICATIONS IN DETAIL.

LIFT STATION OVERLAP PLAN

THE LIFT STATION SHALL BE CONSTRUCTED AS A CONCRETE-REINFORCED STRUCTURE. THE STATION SHALL BE AT LEAST 12 FEET WIDE AND 18 FEET HIGH FROM THE FINISH TO THE STREET AND 28 FEET HIGH TO THE TOP OF THE STATION. THE STATION SHALL BE CONSTRUCTED WITH A MINIMUM OF 3,000 PSI CONCRETE. THE CITY WILL CONSIDER PROPOSALS FOR ALTERNATIVE MATERIALS AND METHODS, BUT SAFE ACCESS FOR MAINTENANCE ACTIVITIES AND CRANE ACCESS SHALL BE MAINTAINED.

GATE AND FENCING

THE GATE AND FENCING SHALL BE CONSTRUCTED WITH CHAIN LINK AND GATE. THE FENCING SHALL BE PROVIDED FOR THE PERIMETER OF THE LIFT STATION. THE GATE SHALL BE AT LEAST 12 FEET WIDE AND 18 FEET HIGH. THE GATE SHALL BE CONSTRUCTED WITH A MINIMUM OF 3,000 PSI CONCRETE. THE CITY WILL CONSIDER PROPOSALS FOR ALTERNATIVE MATERIALS AND METHODS, BUT SAFE ACCESS FOR MAINTENANCE ACTIVITIES AND CRANE ACCESS SHALL BE MAINTAINED.

INSTALLATION

ALL PORTS SHALL BE SET THREE FEET DEEP IN CONCRETE FOOTINGS, 12" IN DIAMETER FOR LINE PORTS, GATE AND CORNER PORTS. AFTER THE PORTS ARE SET, THE HOLES SHOULD BE FILLED WITH 3,000 PSI CONCRETE. THE CONCRETE SHALL BE COVERED TO GROUND LEVEL.

MAN HOLES

MAN HOLES SHALL BE CONSTRUCTED WITH A MINIMUM OF 3,000 PSI CONCRETE. THE HOLES SHALL BE COVERED TO GROUND LEVEL WITH A MINIMUM OF 6" THICK CONCRETE. THE CITY WILL CONSIDER PROPOSALS FOR ALTERNATIVE MATERIALS AND METHODS, BUT SAFE ACCESS FOR MAINTENANCE ACTIVITIES AND CRANE ACCESS SHALL BE MAINTAINED.

WASH DOWN

WASH DOWN SHALL BE PROVIDED WITH A HOSE END AND WASH DOWN ASSEMBLY. THE WASH DOWN SHALL BE CONSTRUCTED WITH A MINIMUM OF 3,000 PSI CONCRETE. THE CITY WILL CONSIDER PROPOSALS FOR ALTERNATIVE MATERIALS AND METHODS, BUT SAFE ACCESS FOR MAINTENANCE ACTIVITIES AND CRANE ACCESS SHALL BE MAINTAINED.

FENCING

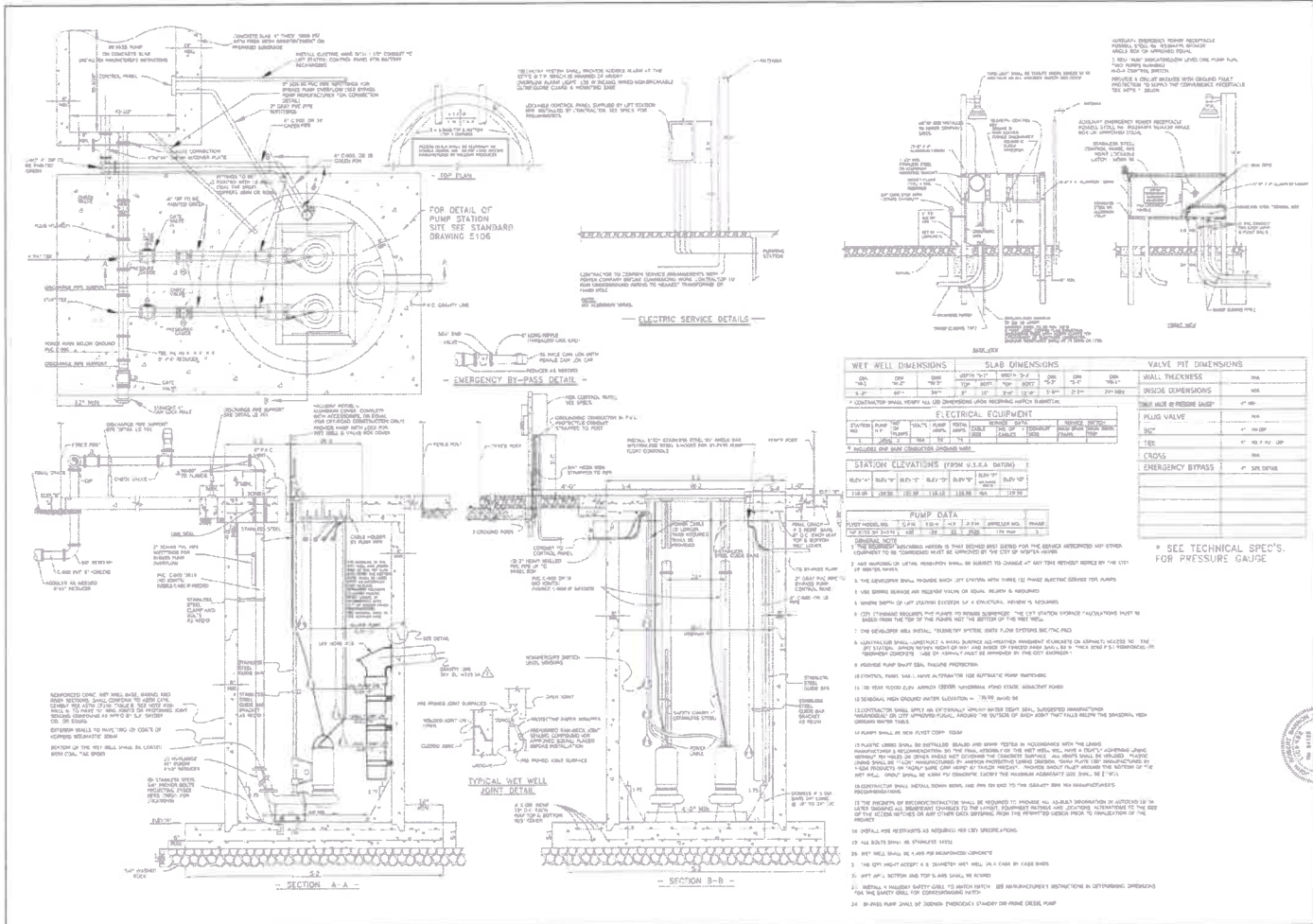
THE FENCING SHALL BE PROVIDED FOR THE PERIMETER OF THE LIFT STATION. THE FENCING SHALL BE CONSTRUCTED WITH A MINIMUM OF 3,000 PSI CONCRETE. THE CITY WILL CONSIDER PROPOSALS FOR ALTERNATIVE MATERIALS AND METHODS, BUT SAFE ACCESS FOR MAINTENANCE ACTIVITIES AND CRANE ACCESS SHALL BE MAINTAINED.

WOOD & ASSOCIATES
 1000 1/2 AVENUE
 WINTER PARK, CO 81090
 (970) 839-1111
 www.woodandassociates.com

VILLAVAR - PHASE 6
 SUBDIVISION
 CITY OF WINTER PARKERS
 POLICE DEPARTMENT, 15.0

SEAL AND SIGNATURE AREA
 DATE: 11/11/2023
 TIME: 10:00 AM

LIFT STATION
 SITE PLAN
 15.7



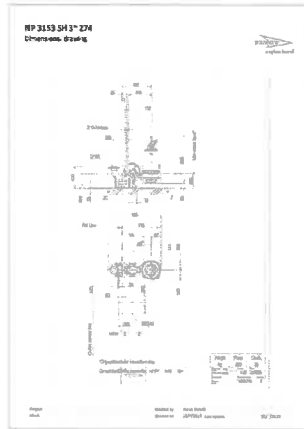
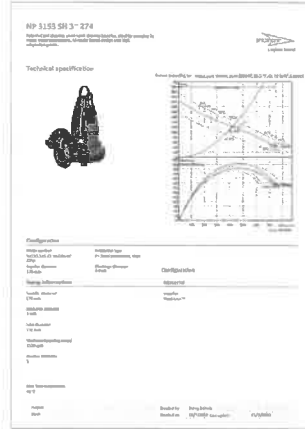
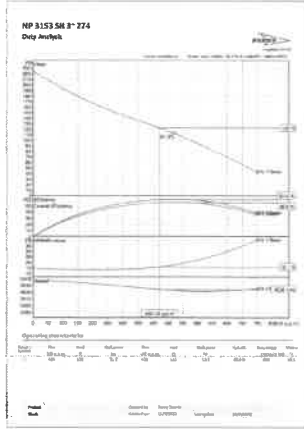
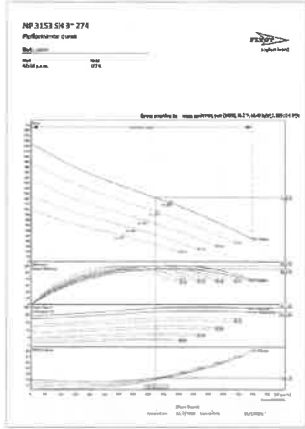
WOOD & ASSOCIATES
 ENGINEERS, ARCHITECTS & PLANNERS
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 PHONE: (303) 733-1111
 FAX: (303) 733-1112
 WWW: WWW.WOOD-AND-ASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION

LIFT STATION DETAILS

158

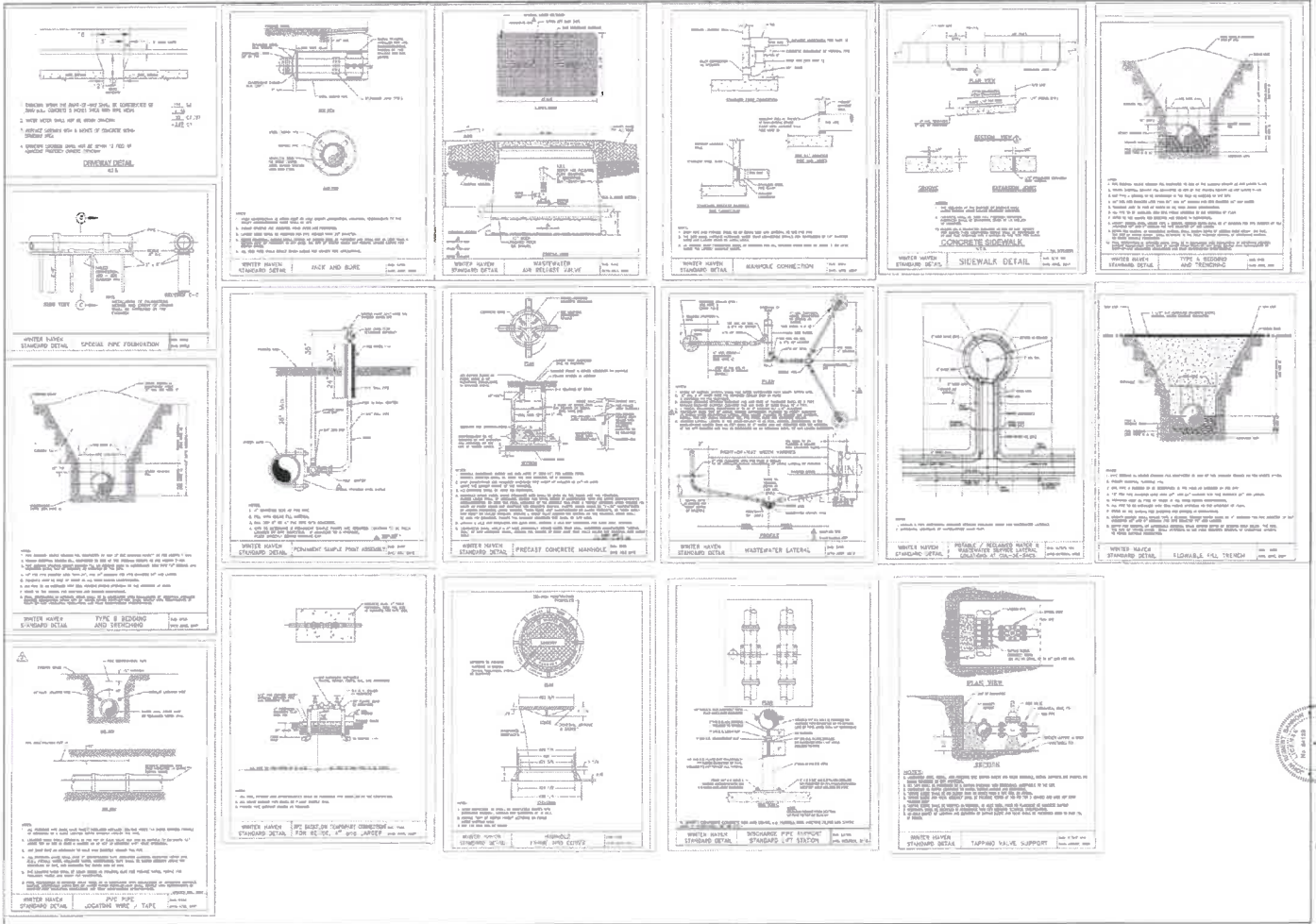
Engineering Project/Location: Villalamar Phase 6 Subdivision, LIFT Station, Phase 1 - 11/20/2016, Engineering: LIFT Station Details, Date: 11/20/2016



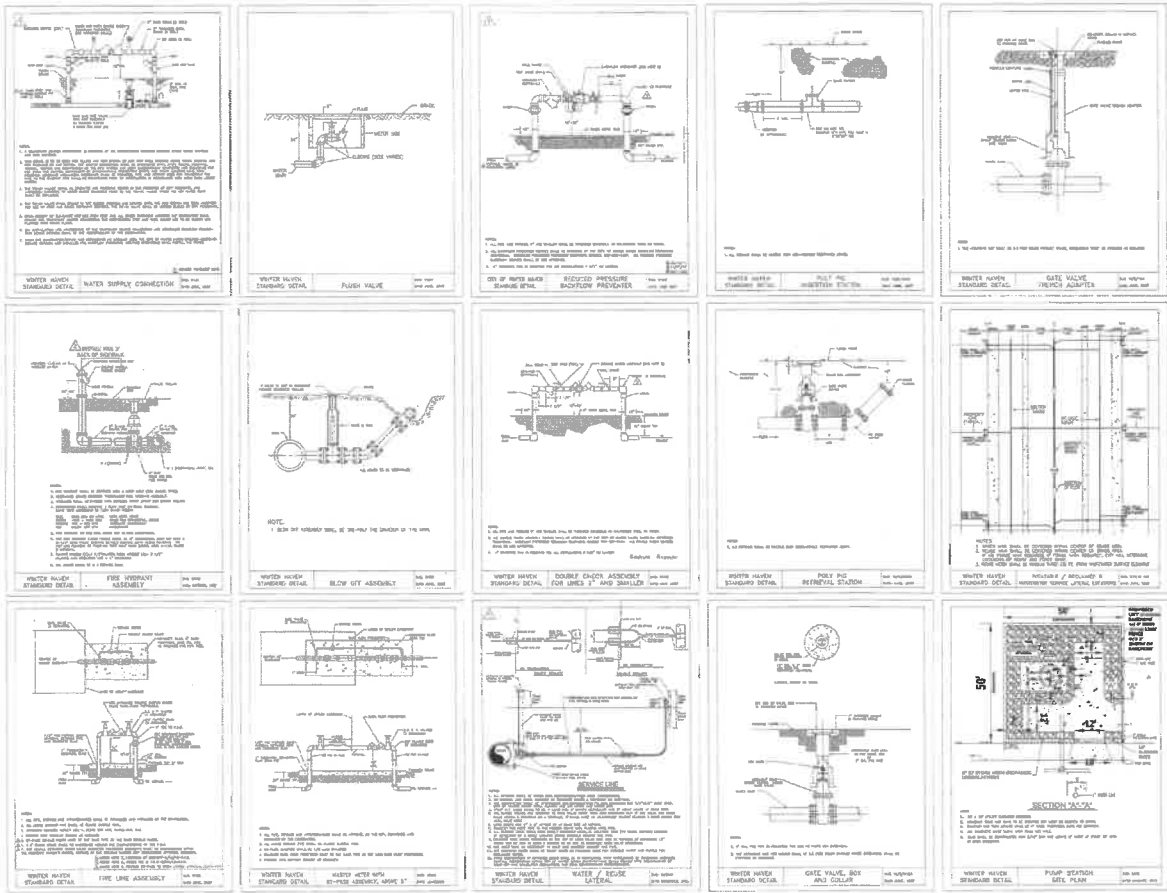
WOOD & ASSOCIATES
ENGINEERS, ARCHITECTS, PLANNERS
11111 WOODBINE BLVD., SUITE 100
DADE COUNTY, FLORIDA 33154
TEL: 305-555-1234
WWW.WOODANDASSOCIATES.COM

VILLAMAR - PHASE 6 SUBDIVISION
LIFT STATION DETAILS
CITY OF MIAMI WATER
MIAMI COUNTY, STATE OF FLORIDA

DATE: 11/20/2016
SCALE: AS SHOWN
PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
SHEET NO.: 15.9



REVISIONS
 DATE: _____ BY: _____
 APPROVED: _____
 PROJECT: VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 COUNTY OF POLK, FLORIDA
 DRAWING NO. 24
 SHEET NO. 16.0
 City of Winter Haven
 UTILITY DETAILS



WOOD & ASSOCIATES
 ENGINEERS, ARCHITECTS, PLANNERS
 1000 N. W. 10th Street, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 561-1111
 Fax: (954) 561-1112
 www.woodandassociates.com

VILLAMAR - PHASE 6
 SUBDIVISION
 CITY OF VILLAMAR, HAWAII
 POLK COUNTY, STATE OF HAWAII

DATE: 01/24/2018
 SHEET: 16.1

PROJECT: VILLAMAR - PHASE 6
 SHEET: 16.1
 DATE: 01/24/2018

City of Villamar
 Utility Details
 SHEET 16.1

2025 RELEASE UNDER E.O. 14176

1.1. **STATEMENT OF WORK**
The following constitute work that shall be performed by the contractor and shall be included in the final program schedule. The contractor shall be responsible for the procurement of all materials and services required for the completion of the work. The contractor shall be responsible for the procurement of all materials and services required for the completion of the work. The contractor shall be responsible for the procurement of all materials and services required for the completion of the work.

1.2. **PROGRESS REPORTS**
The contractor shall submit progress reports to the client at the following intervals:
1. At the end of each week.
2. At the end of each month.
3. At the end of each quarter.
4. At the end of each year.
The progress reports shall include the following information:
1. A summary of the work completed during the reporting period.
2. A list of the issues and problems encountered during the reporting period.
3. A list of the actions taken to address the issues and problems encountered during the reporting period.

1.3. **CONTRACT MODIFICATION**
Any modification to the contract shall be made in writing and signed by both parties. The modification shall be in the form of a written order or contract amendment. The modification shall be subject to the approval of the client's board of directors. The modification shall be subject to the approval of the client's board of directors. The modification shall be subject to the approval of the client's board of directors.

1.4. **FORCE MAJEURE**
The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. A force majeure event is defined as an event that is beyond the control of the contractor and that prevents the contractor from performing its obligations under the contract. A force majeure event is defined as an event that is beyond the control of the contractor and that prevents the contractor from performing its obligations under the contract.

1.5. **ASSIGNMENT**
The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client.

1.6. **TERMINATION**
The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause.

1.7. **ENTIRE AGREEMENT**
This contract shall constitute the entire agreement between the parties. This contract shall constitute the entire agreement between the parties. This contract shall constitute the entire agreement between the parties.

1.8. **GOVERNING LAW**
This contract shall be governed by the laws of the State of Florida. This contract shall be governed by the laws of the State of Florida. This contract shall be governed by the laws of the State of Florida.

1.9. **FORCE MAJEURE**
The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event.

1.10. **ASSIGNMENT**
The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client.

1.11. **TERMINATION**
The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause.

1.12. **FORCE MAJEURE**
The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event.

1.13. **ASSIGNMENT**
The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client.

1.14. **TERMINATION**
The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause.

1.15. **FORCE MAJEURE**
The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event.

1.16. **ASSIGNMENT**
The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client.

1.17. **TERMINATION**
The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause.

1.18. **FORCE MAJEURE**
The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event.

1.19. **ASSIGNMENT**
The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client. The contractor shall not assign its obligations under the contract to any third party without the written consent of the client.

1.20. **TERMINATION**
The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause. The client reserves the right to terminate the contract at any time without cause.

1.21. **FORCE MAJEURE**
The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event. The contractor shall be excused from performance of its obligations under the contract in the event of a force majeure event.

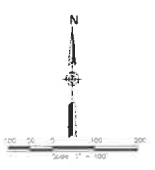
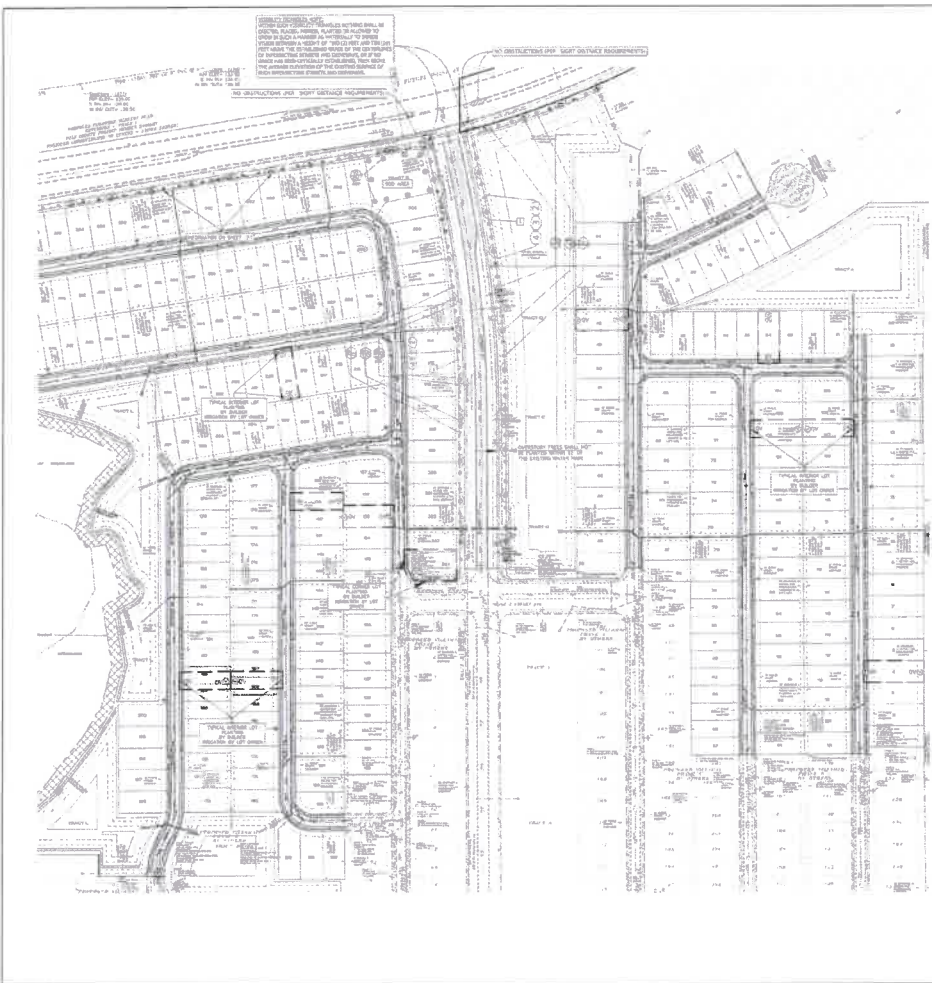


VILLAMAR - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN, FLORIDA

16.3

E:\Drawing\2008\20080810\20080810.dwg (AutoCAD) 2008/08/10 10:00:00 AM



WALLFENCE NOTES:

- RETAIL 4' HIGH DASH 1" SPACED RAIL FENCE
- △ 4'-0" HIGH CHAIN LINK FENCE SHALL BE INSTALLED IN THE FRONT YARD OF ALL LOTS WITHIN THE PLANNED SUBDIVISION.

LANDSCAPE LEGEND:

- TREE SPECIES
- WALTERS VIBURNUM
- LANDSCAPE PLANTA

LANDSCAPE MATERIALS SCHEDULE

SYMBOL	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE REQUIREMENTS	PLANTING DATE	PLANTING LOCATION	USE
○	10	DOGWOOD	<i>Cornus florida</i>	18" DBH	2008	FRONT YARD	LANDSCAPE PLANTA
○	10	DOGWOOD	<i>Cornus florida</i>	18" DBH	2008	FRONT YARD	LANDSCAPE PLANTA
○	10	DOGWOOD	<i>Cornus florida</i>	18" DBH	2008	FRONT YARD	LANDSCAPE PLANTA

LANDSCAPE NOTES:

1. ALL TREES TO BE PLANTED SHALL BE THE TYPE PERMITTED BY PLANNING AND ZONING DEPARTMENT.
2. ALL TREES TO BE PLANTED SHALL BE THE TYPE PERMITTED BY PLANNING AND ZONING DEPARTMENT.
3. ALL TREES TO BE PLANTED SHALL BE THE TYPE PERMITTED BY PLANNING AND ZONING DEPARTMENT.
4. ALL TREES TO BE PLANTED SHALL BE THE TYPE PERMITTED BY PLANNING AND ZONING DEPARTMENT.
5. ALL TREES TO BE PLANTED SHALL BE THE TYPE PERMITTED BY PLANNING AND ZONING DEPARTMENT.

OVER STORY TREES LOCATION NOTE:

OVER STORY TREES MUST BE LOCATED WITHIN 10 FEET FROM A PUBLIC WATER MAIN, SEWER, ELECTRIC, COMMUNICATION AND GAS WITHIN THE CITY'S UTILITY SERVICE AREA. REFER SECTION 2-115 OF THE CITY OF WINTER HAVEN UNIFIED LAND DEVELOPMENT CODE.

VILLAMAR - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN, FLORIDA

PLANNING AND ZONING DEPARTMENT

DATE: 08/10/08

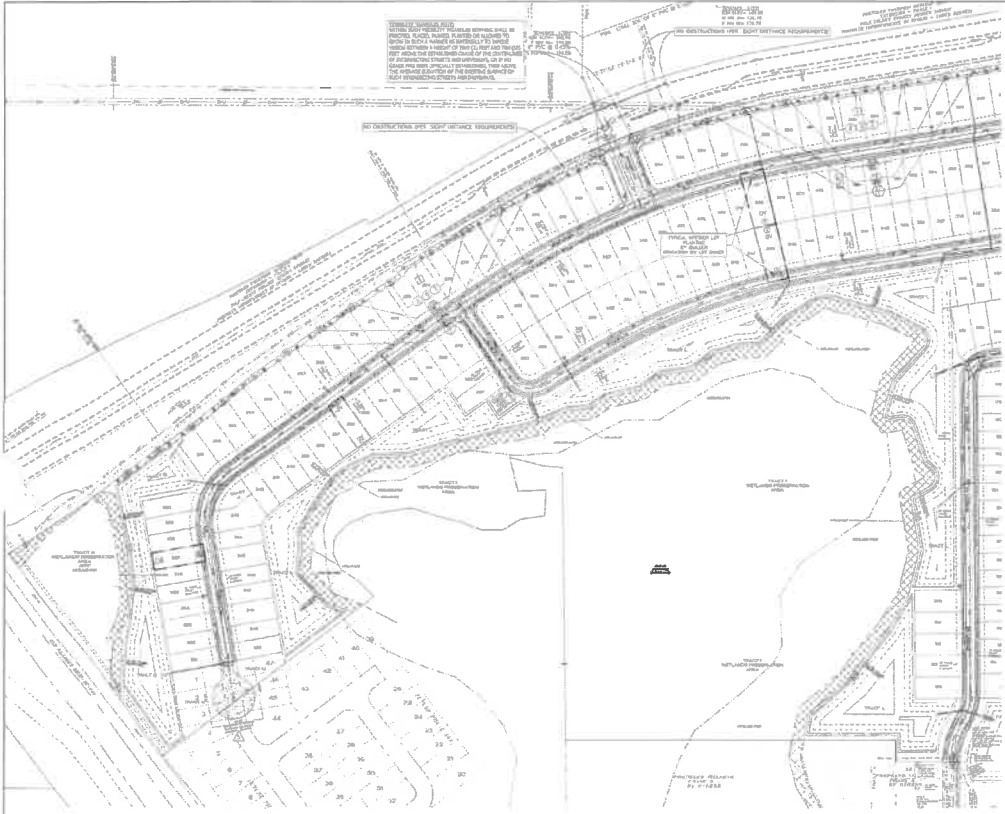
DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

SCALE: AS SHOWN

SHEET NO. 17.0



WALL/FENCE NOTES:

1) MIN. 4' HIGH (8'-0") DUAL 4x4 FENCE

2) 8'-0" TALL FENCE SHALL BE INSTALLED WHERE HOME WILL BE ADJACENT TO THE PUBLIC STREETS/ROADWAY.

LANDSCAPE LEGEND

1) TREE DIA

2) SHRUBS

3) LANDSCAPE MATERIALS

LANDSCAPE MATERIALS SCHEDULE

ITEM NO.	SYMBOL	LANDSCAPE MATERIAL	QUANTITY	UNIT	REMARKS
1	(Symbol)	...	...	...	...
2	(Symbol)	...	...	...	...
3	(Symbol)	...	...	...	...
4	(Symbol)	...	...	...	...

- LANDSCAPE NOTES:**
- 1) AT THE TIME OF THE HOME CONSTRUCTION EACH LOT SHALL HAVE A MINIMUM OF ONE TREE PLANTED. ONE TREE IN THE FRONT YARD AND ONE TREE IN THE REAR YARD. THE TREE SHALL BE THE TREE SPECIFIED BY PLANTING JET RECORDS OR AS SHOWN ON THE RECORDS.
 - 2) IN THE FRONT-YARD BUFFER THE FOLLOWING MINIMUM PLANTING SHALL BE PLANTED:
 - ONE (1) TREE PER 100 SQ. FT. MINIMUM 8' HIGH AND 1.0" CALIBER
 - TWO (2) UNDERSTORY TREES PER 100 SQ. FT.
 - ONE (1) TREE PER 100 SQ. FT. MINIMUM 2' FEET HIGH AT PLANTING
 - 3) TREES AND TREE PLANTING MATERIAL SHALL BE APPROX. 5' HIGH UNLESS SHOWN OTHERWISE ON RECORDS. TREES SHALL BE PLANTED AT THE PROPOSED LOCATIONS AND SPACING.
 - 4) ALL LANDSCAPING SHALL BE INSTALLED AT A SOON AS POSSIBLE AND IN ACCORDANCE WITH THE CITY OF WINTER HAVEN LAND DEVELOPMENT CODE.
- ALL LANDSCAPING, CARE, MAINTENANCE AND REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER. THE CITY OF WINTER HAVEN LAND DEVELOPMENT CODE AND THE HOMEOWNERS ASSOCIATION SHALL BE THE AUTHORITY FOR ALL LANDSCAPING MATTERS.

OVER STORY TREES LOCATION NOTE:

OVER STORY TREES MUST BE LOCATED MORE THAN 12 FEET FROM A PUBLIC WATER, SEWER, ELECTRIC, COMMUNICATION AND GAS, WITHIN THE CITY'S UTILITY SERVICE AREA PER SECTION 19-18 OF THE CITY OF WINTER HAVEN UNIFIED LAND DEVELOPMENT CODE.

WOOD & ASSOCIATES

LANDSCAPE ARCHITECTS

1111 W. WINDY HILL BLVD., SUITE 100
WINTER HAVEN, FL 33884

PROJECT NO. 19-001
DATE: 08/14/2019

VILLAMAR - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN, FLORIDA

LANDSCAPE PLAN

17.1

IRRIGATION NOTES:

1. IRRIGATION CONTRACTOR SHALL EXERCISE CARE TO ADHERE TO THE IRRIGATION CONTRACT TO BE PROVIDED BY THE IRRIGATION CONTRACTOR TO BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY DAMAGE TO ANY OTHER PROPERTY OR PERSONS OR TO ANY OTHER PROPERTY OR PERSONS CAUSED BY OR FROM CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
2. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED AS A SYSTEM TO SERVE A MINIMUM COVER OF 1.5" PER YEAR FOR ALL IRRIGATION SYSTEMS.
3. IRRIGATION CONTRACTOR TO BE RESPONSIBLE FOR ALL ELECTRICAL WORK AND TO PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE IRRIGATION SYSTEM.
4. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO SERVE ALL IRRIGATION SYSTEMS TO BE PROVIDED BY THE IRRIGATION CONTRACTOR TO BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY DAMAGE TO ANY OTHER PROPERTY OR PERSONS OR TO ANY OTHER PROPERTY OR PERSONS CAUSED BY OR FROM CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
5. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO SERVE ALL IRRIGATION SYSTEMS TO BE PROVIDED BY THE IRRIGATION CONTRACTOR TO BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY DAMAGE TO ANY OTHER PROPERTY OR PERSONS OR TO ANY OTHER PROPERTY OR PERSONS CAUSED BY OR FROM CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
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IRRIGATION LEGEND:

- MAIN LINE WATER MAIN OR 12" WATER MAIN AS SHOWN
- MAIN LINE IRRIGATION CONTROL VALVE
- STATION NUMBER
- VALVE KEY SYMBOL
- MAIN LINE IRRIGATION CONTROL VALVE

***** ELEVATION OF MAIN LINE OR 12" WATER MAIN AS SHOWN

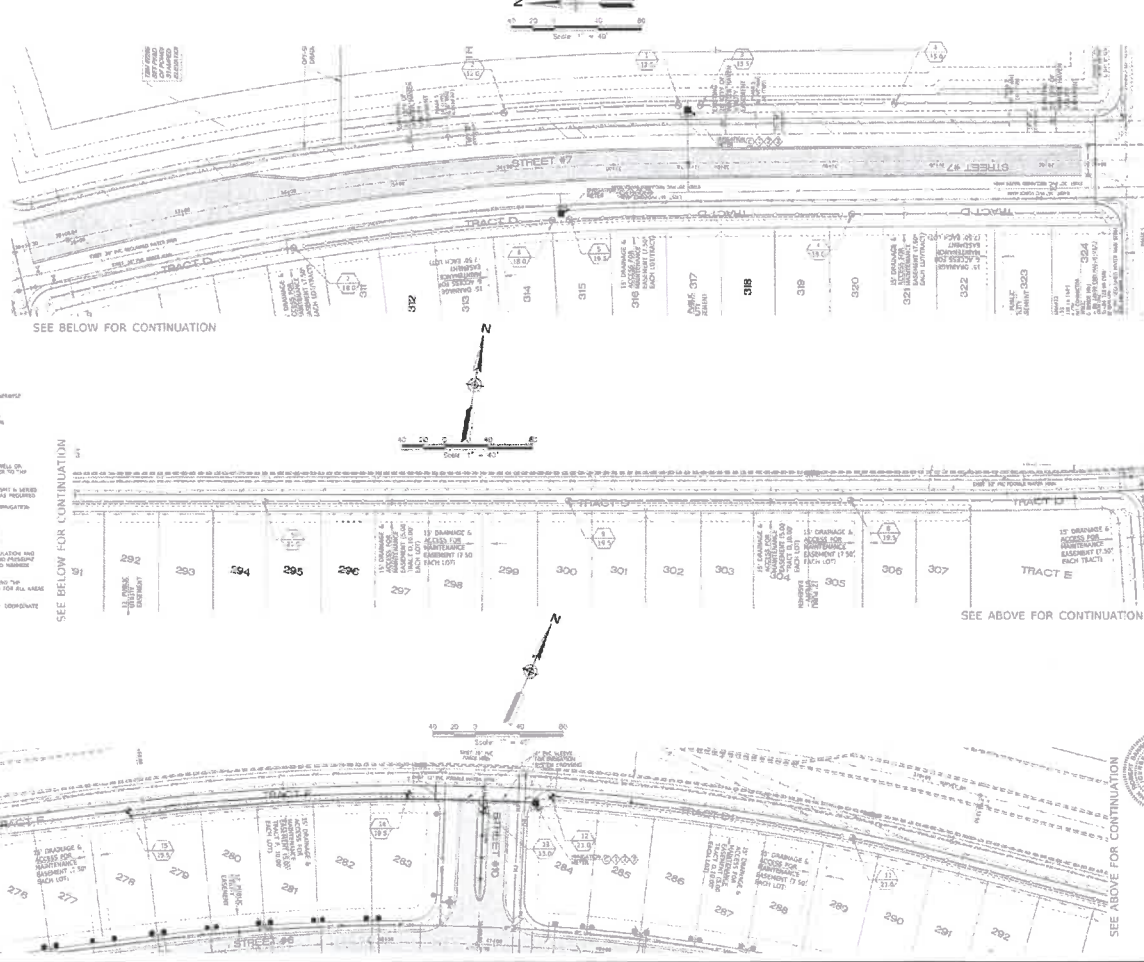
***** ELEVATION OF MAIN LINE OR 12" WATER MAIN AS SHOWN

IRRIGATION NOTES:

1. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY DAMAGE TO ANY OTHER PROPERTY OR PERSONS OR TO ANY OTHER PROPERTY OR PERSONS CAUSED BY OR FROM CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
2. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED AS A SYSTEM TO SERVE A MINIMUM COVER OF 1.5" PER YEAR FOR ALL IRRIGATION SYSTEMS.
3. IRRIGATION CONTRACTOR TO BE RESPONSIBLE FOR ALL ELECTRICAL WORK AND TO PROVIDE ALL NECESSARY MATERIALS AND LABOR FOR THE IRRIGATION SYSTEM.

SPECIAL IRRIGATION NOTES:

- ALL MAIN LINES AND SHUT OFF VALVES MUST BE PROVIDED PROTECTION AND SHALL BE DESIGNED TO SERVE ALL IRRIGATION SYSTEMS TO BE PROVIDED BY THE IRRIGATION CONTRACTOR TO BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY DAMAGE TO ANY OTHER PROPERTY OR PERSONS OR TO ANY OTHER PROPERTY OR PERSONS CAUSED BY OR FROM CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.
- IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ANY DAMAGE TO ANY OTHER PROPERTY OR PERSONS OR TO ANY OTHER PROPERTY OR PERSONS CAUSED BY OR FROM CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR.



SEE BELOW FOR CONTINUATION

SEE BELOW FOR CONTINUATION

SEE ABOVE FOR CONTINUATION

WILLIAM & ASSOCIATES
 CIVIL ENGINEERS & ARCHITECTS
 1000 W. WASHINGTON ST., SUITE 200
 TAMPA, FL 33606
 TEL: 813-288-1111
 FAX: 813-288-1112
 WWW.WILLIAM-AND-ASSOCIATES.COM

WILLIAM - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 POLK COUNTY, STATE OF FLORIDA

IRRIGATION PLAN
 18.0

DATE: 08/14/2018
 DRAWN BY: J. WOOD
 CHECKED BY: J. WOOD
 APPROVED BY: J. WOOD

AS-BUILT REQUIREMENTS

THE CONTRACTOR IS RESPONSIBLE FOR FURNISHING ALL DRAINAGE AND UTILITY AS-BUILT INFORMATION TO THE ENGINEER AS FOLLOWS:

ALL AS-BUILT INFORMATION SHALL BE FROM A FLORIDA PROFESSIONAL SURVEYOR & ENGINEER OR A FLORIDA REGISTERED PROFESSIONAL ENGINEER AND SHALL BE CERTIFIED TO BOTH WOOD & ASSOCIATES ENGINEERING, LLC AND THE DEVELOPER. THIS AS-BUILT INFORMATION SHALL BE LEGIBLE AND PROVIDED IN BOTH DIGITIZED PRINT AND IN DIGITAL COPY. ALL AS-BUILT DATA SHALL BE ON THE SAME COORDINATE SYSTEM AND BENCHMARK DATUM AS THE CONSTRUCTION PLANS. THE INFORMATION PROVIDED SHALL BE ACCEPTABLE TO THE UTILITY COMPANY, THE WATER MANAGEMENT DISTRICT AND THE REVIEWING GOVERNMENT AGENCY.

WOOD & ASSOCIATES ENGINEERING, LLC WILL PROVIDE A DIGITAL COPY OF THE CONSTRUCTION PLANS TO THE CONTRACTOR UPON COMPLETION OF THE CONSTRUCTION PHASE FOR USE IN PREPARING THE AS-BUILT PLANS. DIGITAL FILES WILL NOT BE PROVIDED FOR CONSTRUCTION LAYOUT. THE CONTRACTOR OR SURVEYOR IS ENCOURAGED TO MEET WITH WOOD & ASSOCIATES ENGINEERING, LLC TO DISCUSS THE AS-BUILT REQUIREMENTS. AS A MINIMUM, THE AS-BUILT INFORMATION SHALL INCLUDE ALL UTILITY AND DRAINAGE INFORMATION NOTED.

MINIMUM UTILITY AS-BUILT REQUIREMENTS

1. ALL UTILITY FITTINGS, BENDS, VALVES, TEES, FIRE HYDRANTS AND OTHER APPURTENANCES SHALL BE LOCATED USING STATE PLANE COORDINATES. THE ENGINEER OF RECORD SHALL PROVIDE THE CITY OF WINTER HAVEN WITH A COPY OF THE AS-BUILT DRAWINGS IN AUTOCAD FORMAT.
2. ALL WATER AND SEWER SERVICES AND SERVICE VALVES SHALL BE LOCATED USING STATE PLANE COORDINATES.
3. DETAILS OF JACK & BORE WITH CONSTRUCTED PIPE LENGTH, CASING LENGTH, DEPTH.
4. LIFT STATION DIMENSIONS AND ELEVATIONS.
5. LENGTH OF ALL RESTRAINTS.
6. SAMPLE POINT LOCATIONS.
7. HORIZONTAL AND VERTICAL CLEARANCES AT PIPE CROSSINGS.
8. MANHOLE RIM ELEVATION, INVERTS AND DIRECTION OF FLOW
9. CALCULATE AS-BUILT GRADE OF SEWER LINE.

MINIMUM DRAINAGE AS-BUILT REQUIREMENTS (FOR ALL OUTFALL STRUCTURES)

1. OUTFALL ELEVATIONS INCLUDING GRATE ELEVATION, WEIR ELEVATION AND WIDTH, ORIFICE SIZE AND BAYSET. PIPE INVERT, SOGMAIR TOP AND BOTTOM ELEVATIONS.
2. DRAINAGE PONDS WITH DIMENSIONS OR COORDINATES OF POND, TOP OF BOWMWALL ELEVATIONS AND BOTTOM OF POND ELEVATIONS. ELEVATIONS SHALL ALSO BE PROVIDED AT CHANGE OF GRADES AND VISIBLE LOW POINTS ALONG THE TOP OF BERM. POND LOCATIONS SHALL BE PROVIDED WHERE COORDINATE AND PROVIDED ON THE CONSTRUCTION PLANS. SUFFICIENT INFORMATION SHALL BE PROVIDED FOR THE ENGINEER TO MAKE A DETERMINATION IF THE CONSTRUCTED SYSTEM IS IN COMPLIANCE WITH THE PERMITTED PROJECT.
3. SMALL LOCATION WITH ELEVATION AT LOCATIONS WHERE ELEVATIONS ARE NOTED ON CONSTRUCTION PLANS.
4. PIPE MATERIALS IF DIFFERENT THAN CONSTRUCTION PLANS.
5. LOT GRADING WITH ELEVATIONS AT LOCATIONS NOTED ON THE PLANS TO SHOW THAT LOT DRAINAGE FLOWS IN THE DIRECTION SHOWN ON PLAN.

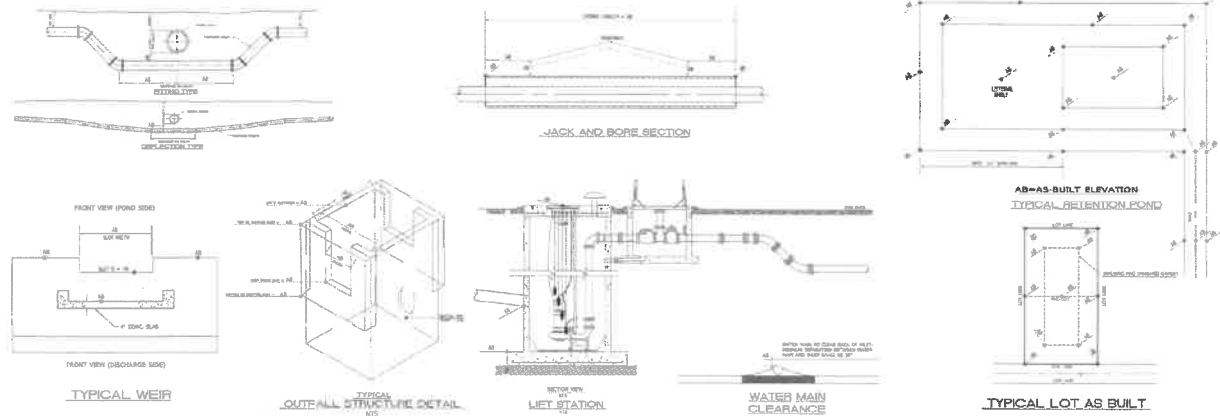
CITY OF WINTER HAVEN - ADDITIONAL AS-BUILT RECORD DRAWING REQUIREMENTS

AS-BUILT RECORD DRAWINGS SHALL BE SUBMITTED TO THE CITY OF WINTER HAVEN FOR REVIEW AND APPROVAL. THE CITY OF WINTER HAVEN SHALL REVIEW THE AS-BUILT RECORD DRAWINGS FOR COMPLIANCE WITH THE CITY OF WINTER HAVEN RECORD DRAWING REQUIREMENTS. THE CITY OF WINTER HAVEN SHALL NOT BE RESPONSIBLE FOR THE AS-BUILT RECORD DRAWINGS. THE CITY OF WINTER HAVEN SHALL NOT BE RESPONSIBLE FOR THE AS-BUILT RECORD DRAWINGS. THE CITY OF WINTER HAVEN SHALL NOT BE RESPONSIBLE FOR THE AS-BUILT RECORD DRAWINGS.

RECORD DRAWING REQUIREMENTS AND SUBMITTAL

RECORD DRAWINGS SHALL BE SUBMITTED TO THE CITY OF WINTER HAVEN FOR REVIEW AND APPROVAL. THE CITY OF WINTER HAVEN SHALL REVIEW THE RECORD DRAWINGS FOR COMPLIANCE WITH THE CITY OF WINTER HAVEN RECORD DRAWING REQUIREMENTS. THE CITY OF WINTER HAVEN SHALL NOT BE RESPONSIBLE FOR THE RECORD DRAWINGS. THE CITY OF WINTER HAVEN SHALL NOT BE RESPONSIBLE FOR THE RECORD DRAWINGS. THE CITY OF WINTER HAVEN SHALL NOT BE RESPONSIBLE FOR THE RECORD DRAWINGS.

LEGEND



WILLIAM - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN, POLK COUNTY, STATE OF FLORIDA

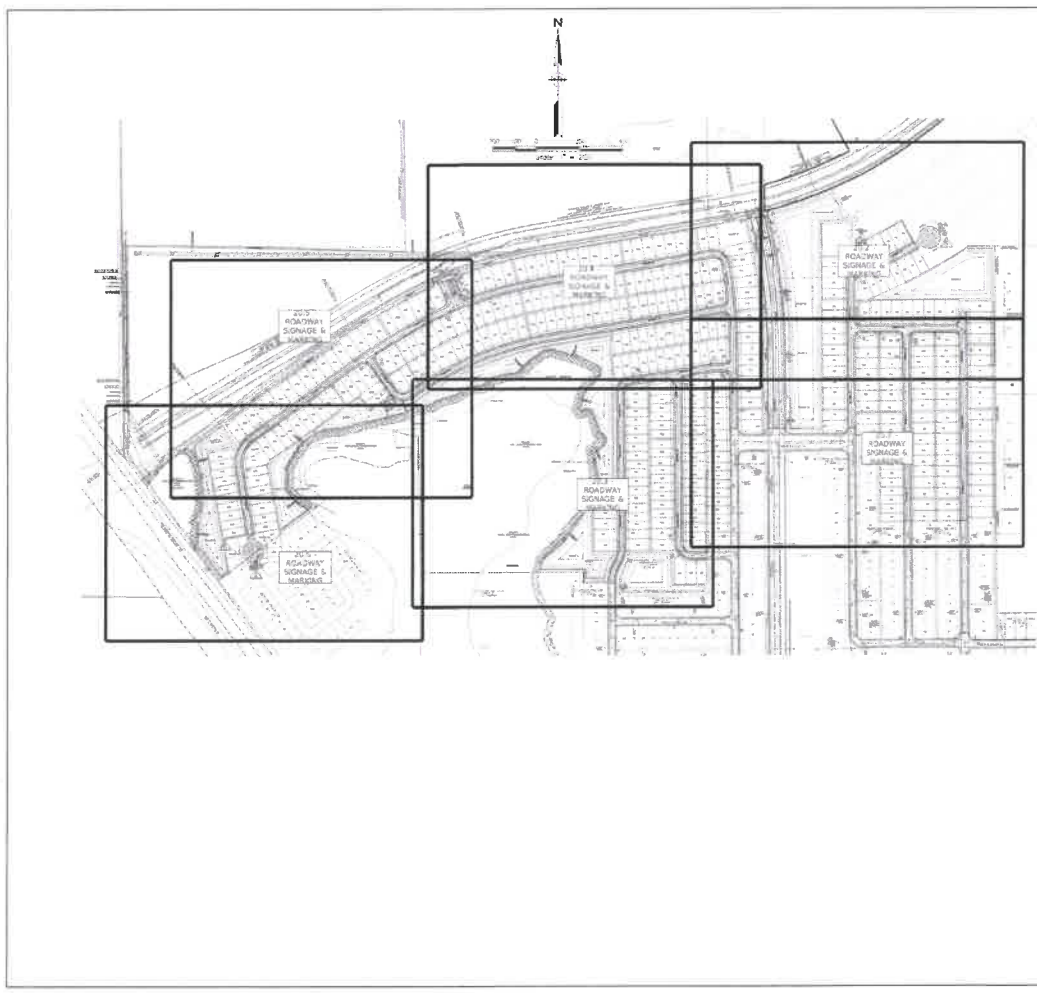
WOOD & ASSOCIATES ENGINEERING, LLC

REGISTERED PROFESSIONAL ENGINEER

STATE OF FLORIDA

NO. 190

DATE: 08/28/2018 10:58:11 AM



LEGEND: - THIS LIST IS NOT EXHAUSTIVE

- STREET MARK SIGN
- ROADWAY SIGNAGE & MARKING
- STOP SIGN
- ROADWAY SIGNAGE & MARKING
- ROADWAY SIGNAGE & MARKING
- ROADWAY SIGNAGE & MARKING
- ROADWAY SIGNAGE & MARKING

- 1. INDICATES INTERNAL 'T' AND 'L' SHAPED SIGNAGE SPREADS EAST AND WEST
- 2. INDICATES INTERNAL 'T' AND 'L' SHAPED SIGNAGE SPREADS NORTH AND SOUTH
- 3. INDICATES INTERNAL 'T' AND 'L' SHAPED SIGNAGE SPREADS EAST AND WEST
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- 19. INDICATES INTERNAL 'T' AND 'L' SHAPED SIGNAGE SPREADS EAST AND WEST
- 20. INDICATES INTERNAL 'T' AND 'L' SHAPED SIGNAGE SPREADS NORTH AND SOUTH

CITY OF WINTER HAVEN - STREET SIGN NOTES

- 1. STREET SIGN FOR A PUBLIC ROAD IS A STREET SIGN THAT IS APPROVED BY THE CITY OF WINTER HAVEN AND THE STATE OF FLORIDA. STREET SIGNAGE IS THE PROPERTY OF THE CITY OF WINTER HAVEN AND THE STATE OF FLORIDA. STREET SIGNAGE IS NOT TO BE PLACED ON PRIVATE PROPERTY WITHOUT THE WRITTEN PERMISSION OF THE CITY OF WINTER HAVEN AND THE STATE OF FLORIDA.
- 2. ALL STREET SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF WINTER HAVEN AND THE STATE OF FLORIDA. STREET SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF WINTER HAVEN AND THE STATE OF FLORIDA.
- 3. ALL STREET SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF WINTER HAVEN AND THE STATE OF FLORIDA. STREET SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THE CITY OF WINTER HAVEN AND THE STATE OF FLORIDA.

ROADWAY SIGNAGE & MARKING PLAN
 VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 20.0

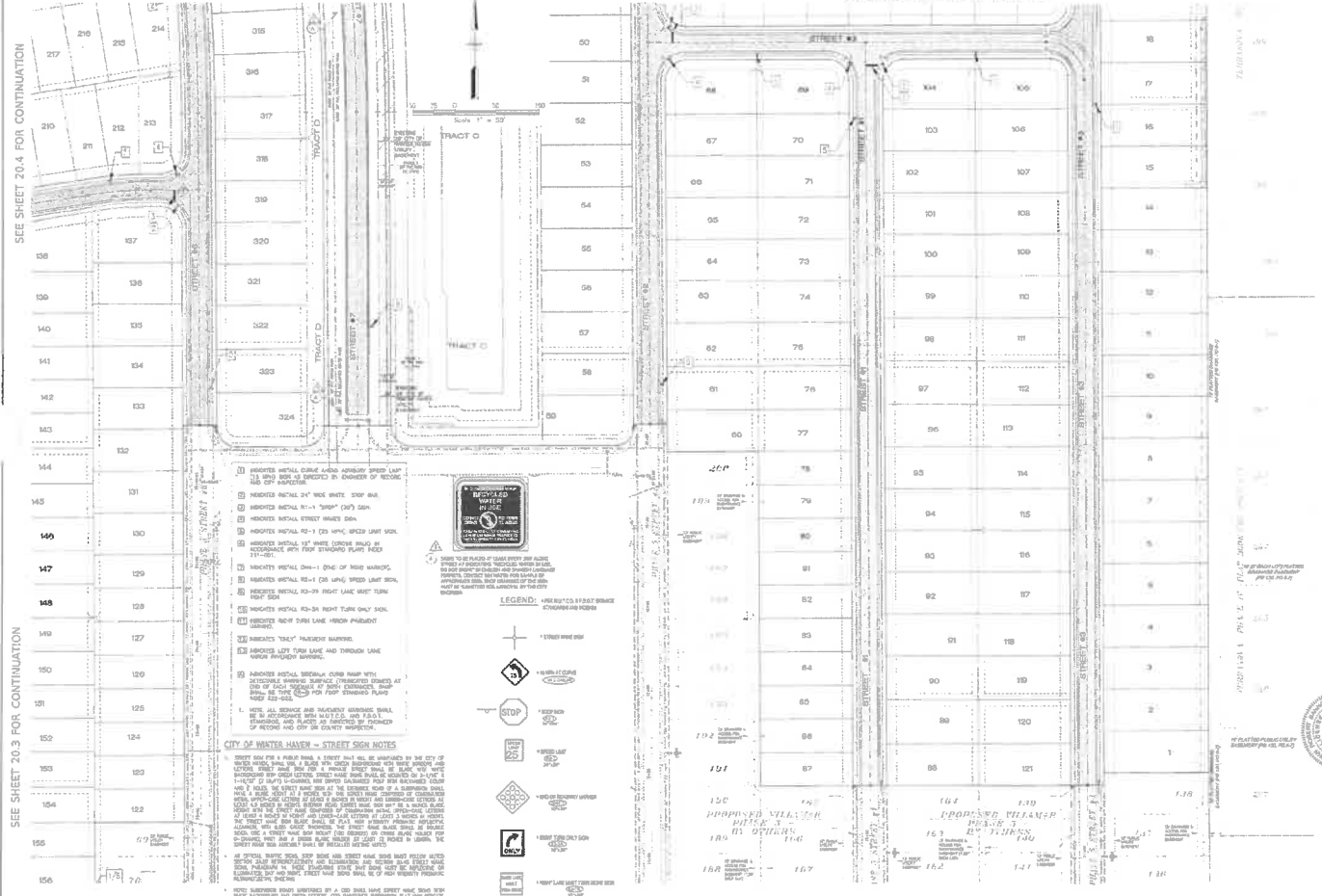
SEE SHEET 20.4 FOR CONTINUATION

SEE SHEET 20.3 FOR CONTINUATION

SEE SHEET 20.4 FOR CONTINUATION

SEE SHEET 20.2 FOR CONTINUATION

N



1. PROPOSED METALLIC CONVE... W/... SIGN...
1.1 HORIZONTAL SIGN... W/...
1.2 HORIZONTAL SIGN... W/...
1.3 HORIZONTAL SIGN... W/...
1.4 HORIZONTAL SIGN... W/...
1.5 HORIZONTAL SIGN... W/...
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CITY OF WINTER HAVEN - STREET SIGN NOTES

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WOOD & PARTNERS, P.C.
PLANNERS, ARCHITECTS, ENGINEERS
12501 UNIVERSITY AVENUE, SUITE 100
FLORIAN, FLORIDA 32909
TEL: 888-456-6789

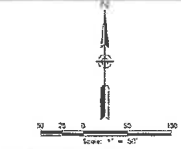
VILLAMAR - PHASE 6 SUBDIVISION
CITY OF WINTER HAVEN
POLK COUNTY, STATE OF FLORIDA

ROADWAY SIGNAGE & MARKING PLAN
20.1

SEE SHEET 20.5 FOR CONTINUATION

SEE SHEET 20.4 FOR CONTINUATION

SEE SHEET 20.4 FOR CONTINUATION



LEGEND: THIS SHEET IS A PART OF THE ROADWAY SIGNAGE AND MARKING PLAN

- 1. STOP SIGN
- 2. SPEED LIMIT SIGN
- 3. AHEAD OF STOP SIGN
- 4. AHEAD OF SPEED LIMIT SIGN
- 5. AHEAD OF STOP SIGN AND SPEED LIMIT SIGN
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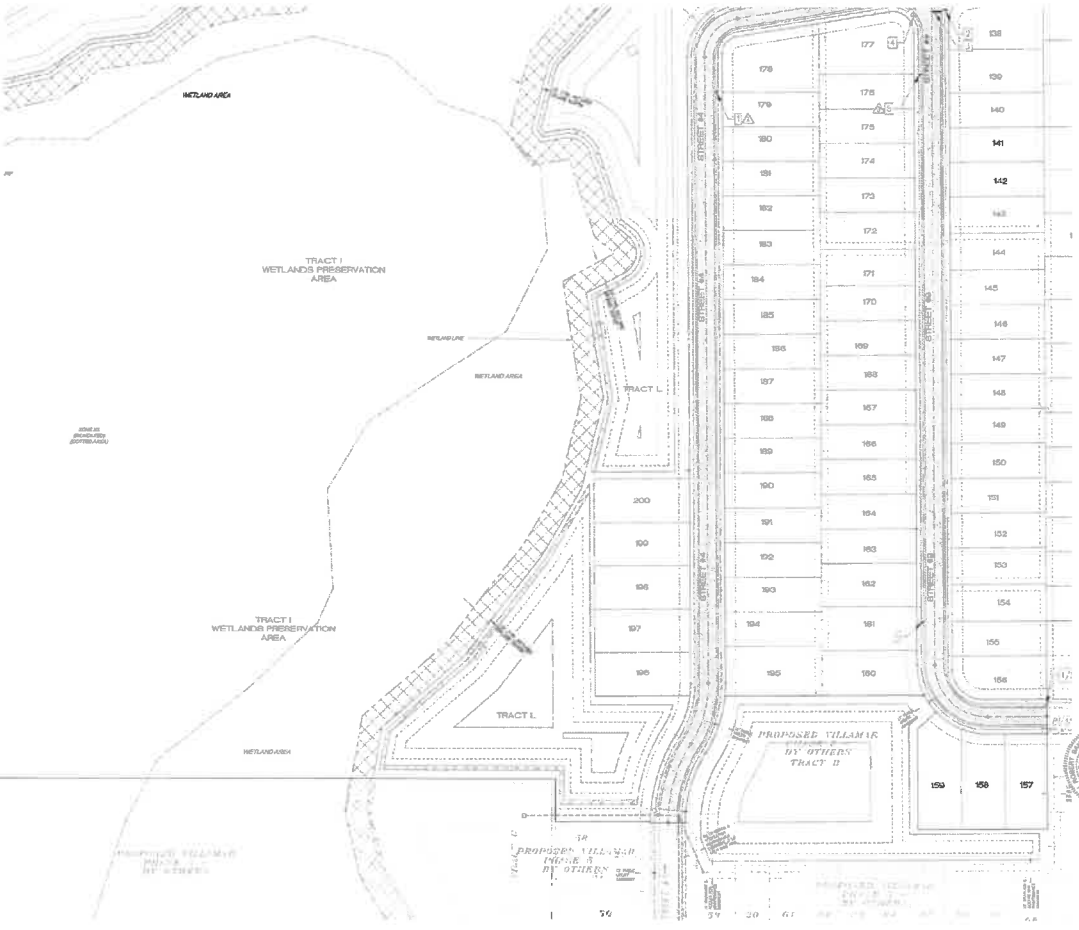
- 1. INDICATES METAL CORNER AND ADJACENT SPACED LANE (1/2" HIGH SIGN AS DIRECTED BY CHAIRMAN OF BOARD AND CITY INSPECTOR)
- 2. INDICATES METAL 24" HIGH WHITE STOP SIGN
- 3. INDICATES METAL 24" HIGH "STOP" SIGN
- 4. INDICATES METAL STOP SIGN
- 5. INDICATES METAL 24" HIGH SPEED LIMIT SIGN
- 6. INDICATES METAL 24" HIGH SPEED LIMIT SIGN
- 7. INDICATES METAL 24" HIGH SPEED LIMIT SIGN
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- 19. INDICATES METAL 24" HIGH SPEED LIMIT SIGN
- 20. INDICATES METAL 24" HIGH SPEED LIMIT SIGN

CITY OF WINTER HAVEN - STREET SIGN NOTES

1. SHEET FOR A PUBLIC ROAD, A STREET THAT WILL BE OWNED BY THE CITY OF WINTER HAVEN, SHALL BE A PART OF THE ROADWAY SIGNAGE AND MARKING PLAN. THE CITY OF WINTER HAVEN SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SIGNAGE AND MARKING PLAN. THE CITY OF WINTER HAVEN SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SIGNAGE AND MARKING PLAN. THE CITY OF WINTER HAVEN SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF THE SIGNAGE AND MARKING PLAN.

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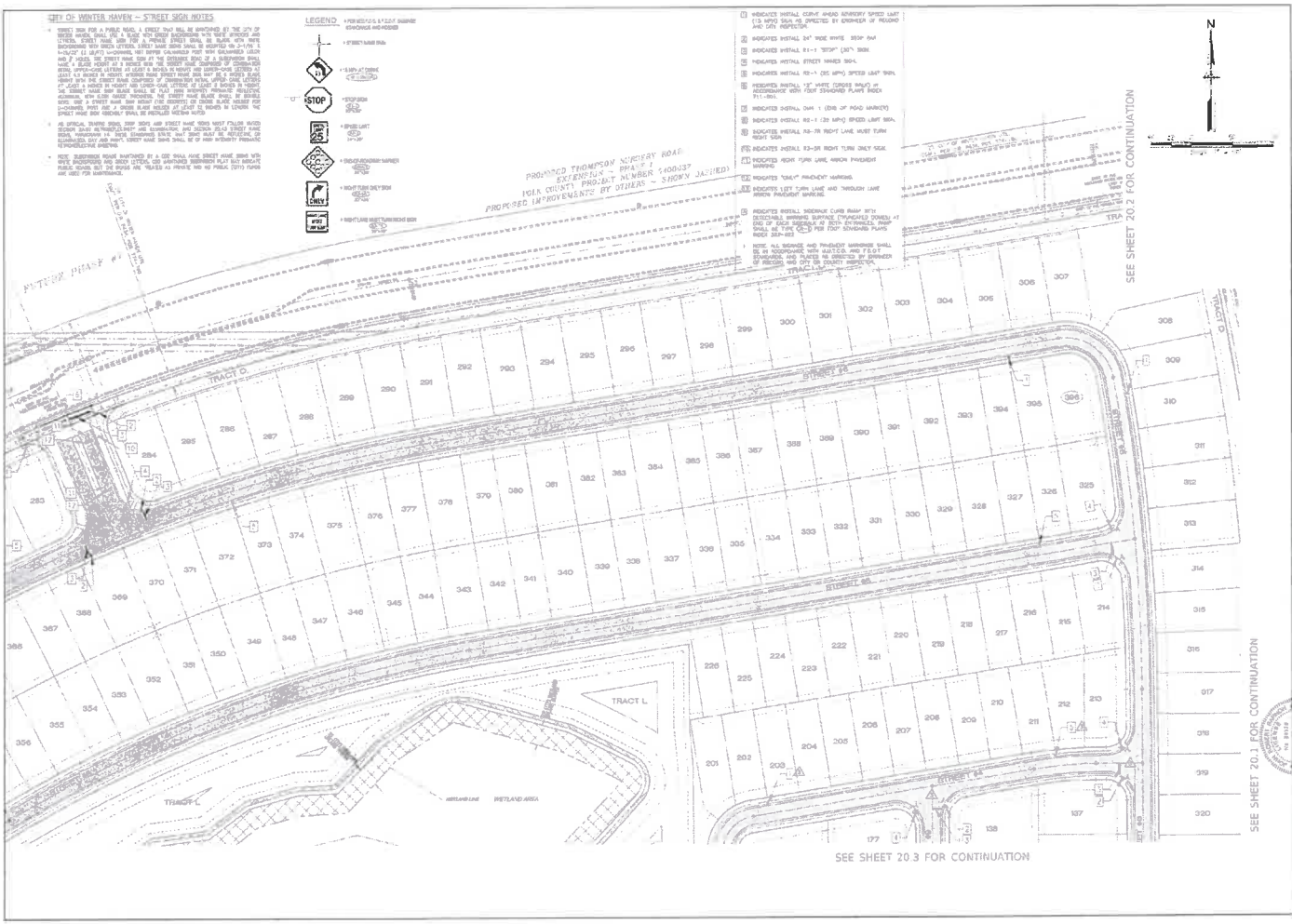
SEE SHEET 20.1 FOR CONTINUATION

VILLAMAR - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN
POLK COUNTY, STATE OF FLORIDA

ROADWAY SIGNAGE & MARKING PLAN

20.3



NOTICE TO THE PUBLIC
THIS PLAN FOR A PUBLIC ROAD, A STREET, AND ALLEYS, IS APPROVED BY THE CITY OF MIAMI UNDER THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEER HAS REVIEWED THE PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEER HAS REVIEWED THE PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT. THE CITY ENGINEER HAS REVIEWED THE PLAN AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT.

- LEGEND**
- 1- FUTURE ROAD
 - 2- STOP SIGN
 - 3- SPEED LIMIT SIGN
 - 4- YIELD SIGN
 - 5- ONE WAY SIGN
 - 6- TRANSVERSE SIGN
 - 7- ROAD CLOSURE SIGN
 - 8- ONE WAY SIGN
 - 9- TRANSVERSE SIGN

PROPOSED THOMPSON NURSERY ROAD
EXPANSION - PHASE 1
MIA COUNTY PROJECT NUMBER 1486337
PROPOSED IMPROVEMENTS BY OTHERS - SHOWN AS DASHED

- 1- PROPOSED METAL CORNER ROAD SIGN (SEE NOTE 1)
- 2- PROPOSED METAL 24" HOUSING SIGN (SEE NOTE 1)
- 3- PROPOSED METAL 12" HOUSING SIGN (SEE NOTE 1)
- 4- PROPOSED METAL STREET NAME SIGN (SEE NOTE 1)
- 5- PROPOSED METAL 24" HOUSING SIGN (SEE NOTE 1)
- 6- PROPOSED METAL 12" HOUSING SIGN (SEE NOTE 1)
- 7- PROPOSED METAL STREET NAME SIGN (SEE NOTE 1)
- 8- PROPOSED METAL 24" HOUSING SIGN (SEE NOTE 1)
- 9- PROPOSED METAL 12" HOUSING SIGN (SEE NOTE 1)
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- 21- PROPOSED METAL 12" HOUSING SIGN (SEE NOTE 1)
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- 100- PROPOSED METAL STREET NAME SIGN (SEE NOTE 1)



SEE SHEET 20.2 FOR CONTINUATION

SEE SHEET 20.3 FOR CONTINUATION

SEE SHEET 20.1 FOR CONTINUATION

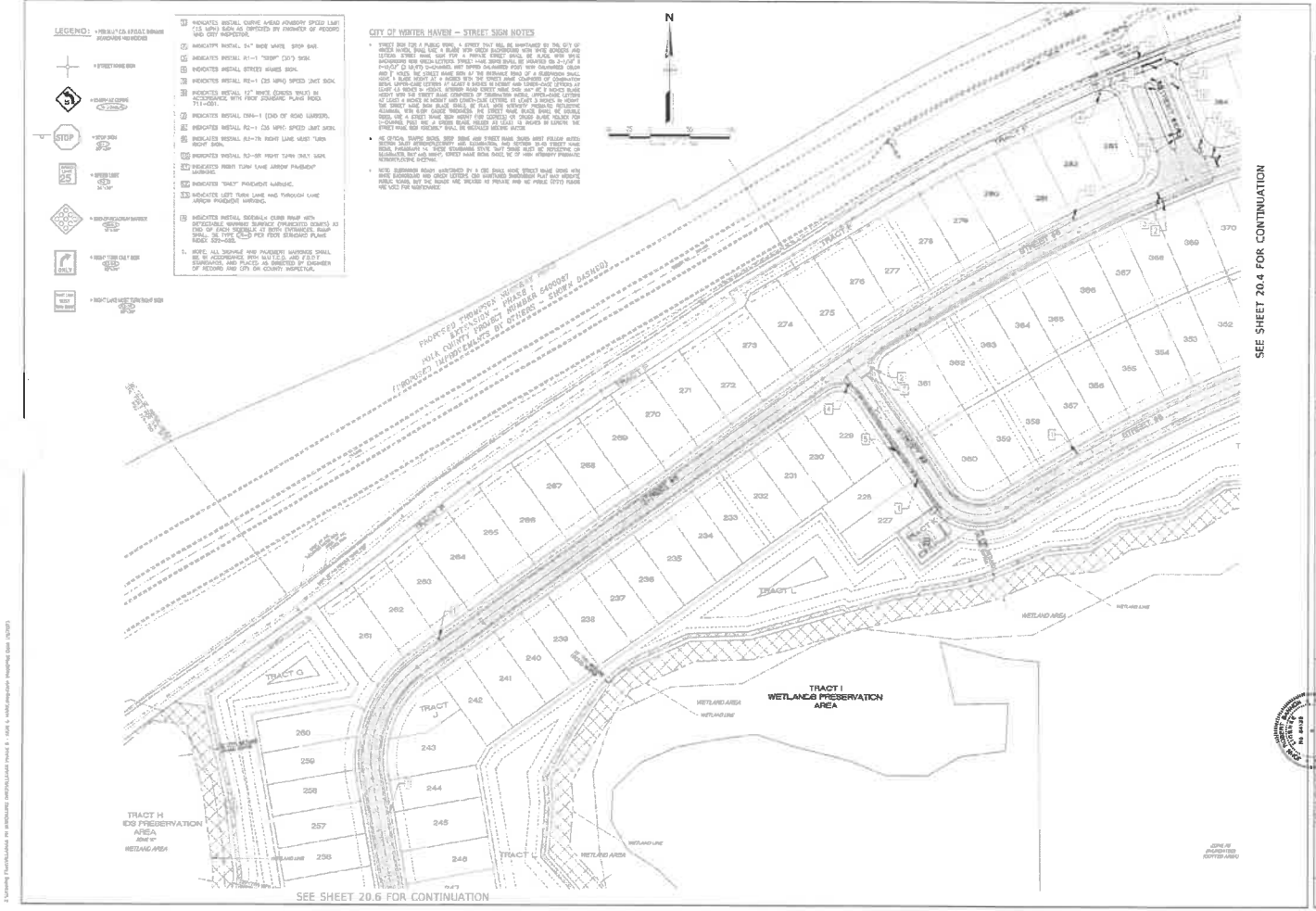
WOOD & ASSOCIATES
INCORPORATED
14000 SW 78th Avenue, Suite 100
Miami, Florida 33156
Tel: 305-229-1100
Fax: 305-229-1101
www.woodinc.com

VILLAMAR - PHASE 6
SUBDIVISION
CITY OF MIAMI, FLORIDA
POLICE COUNTY, STATE OF FLORIDA

1486337
24 (REV)
2014

ROADWAY SIGNAGE & MARKING PLAN

20.4



SEE SHEET 20.4 FOR CONTINUATION

SEE SHEET 20.6 FOR CONTINUATION

Planning Information for Villamar - Phase 6 Subdivision, including Phase 6, 100% L. City/County Planning Staff Report

**VILLAMAR - PHASE 6
SUBDIVISION**

CITY OF WINTER HAVEN,
POLK COUNTY, STATE OF FLORIDA

WOOD & ASSOCIATES
INCORPORATED

2000 W. UNIVERSITY AVENUE
SUITE 200
ORLANDO, FLORIDA 32835
TEL: 407.226.1111
WWW.WOOD-PA.COM

DATE: 08/24/2011

BY: [Signature]

CHECKED: [Signature]

SCALE: AS SHOWN

PROJECT NO: 11000000000000000000

DATE: 08/24/2011

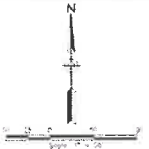
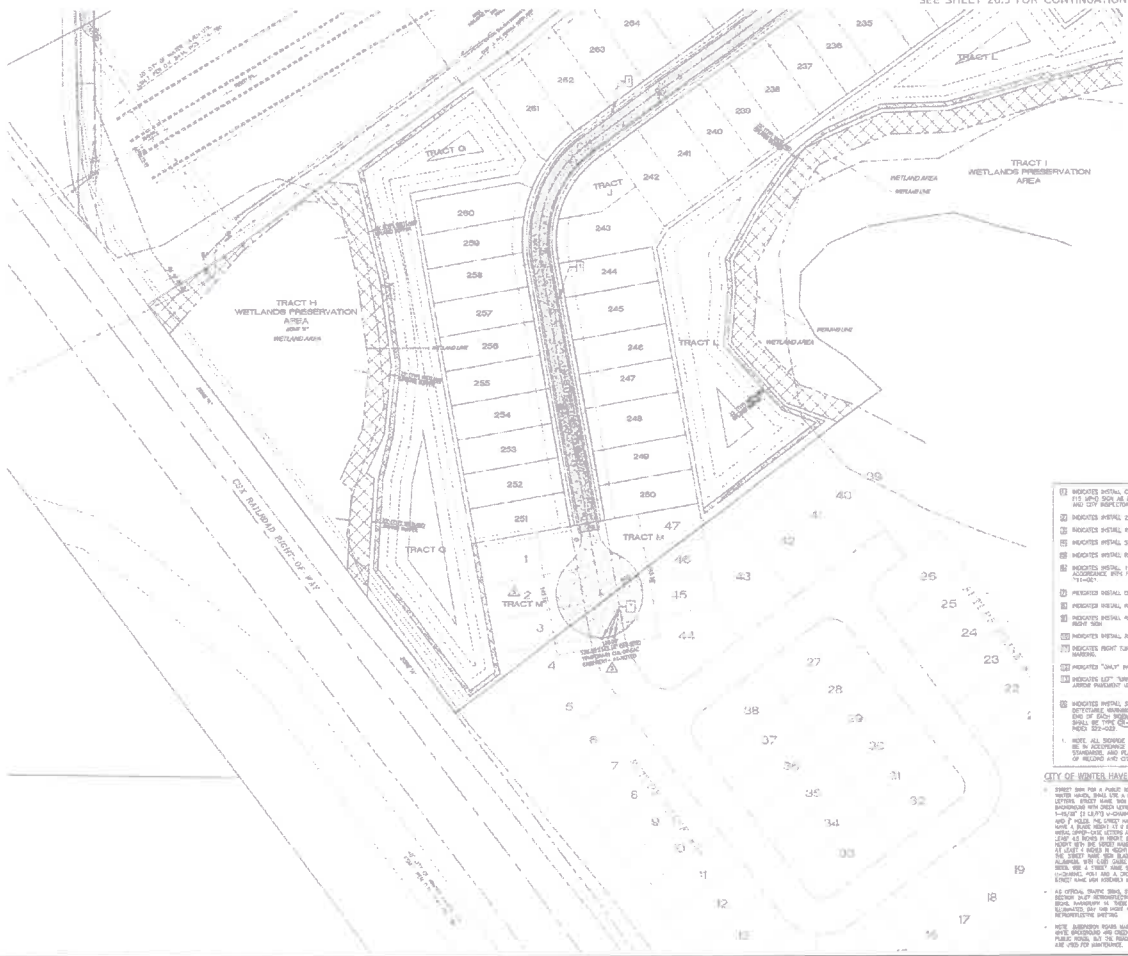
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ROADWAY SIGNAGE & MARKING PLAN

20.5

SEE SHEET 20.5 FOR CONTINUATION



LEGEND:

- 15 MPH SPEED LIMIT
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- 90 MPH SPEED LIMIT
- 95 MPH SPEED LIMIT
- 100 MPH SPEED LIMIT

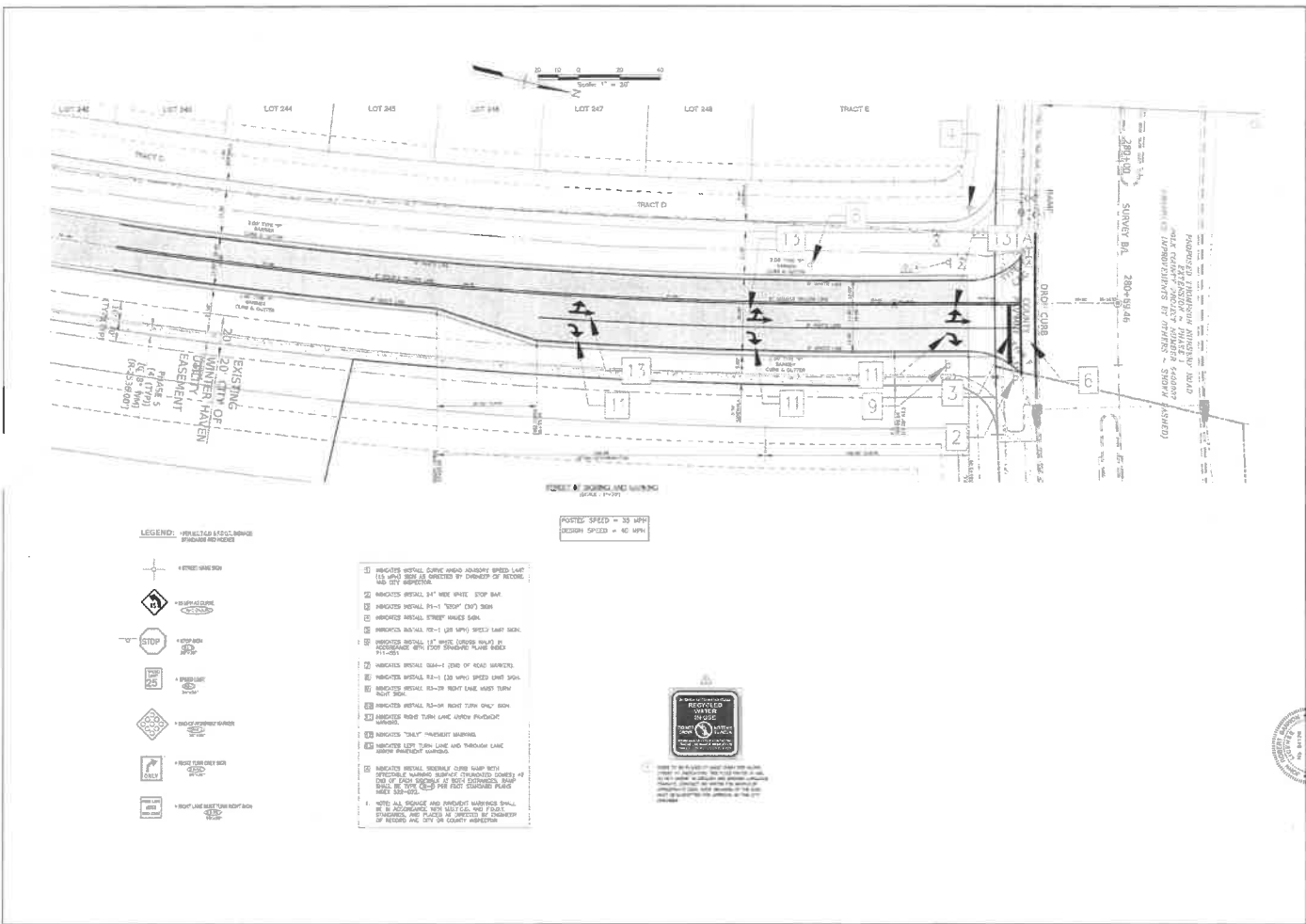
- (1) INDICATES RETRAIL CURVE AND/OR KNOWLEDGE SPEED LIMIT (15 MPH) SIGN AS DIRECTED BY ENGINEER'S RECORD AND CITY SPECIFICATIONS
- (2) INDICATES RETRAIL "X" ROAD WHITE ROAD SIGN
- (3) INDICATES RETRAIL "X" ROAD WHITE SIGN
- (4) INDICATES RETRAIL STREET SQUARE SIGN
- (5) INDICATES RETRAIL 42-1 35 MPH SPEED LIMIT SIGN
- (6) INDICATES RETRAIL 42-1 35 MPH SPEED LIMIT SIGN AS ACCORDANCE WITH PROPOSED PLANS SEE "1" SHEET
- (7) INDICATES RETRAIL 42-1 35 MPH SPEED LIMIT SIGN
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CITY OF WINTER HAVEN - STREET SIGN NOTES

- 1. STREET SIGNING IS A PUBLIC WORKS PROJECT THAT WILL BE FINANCED BY THE CITY OF WINTER HAVEN. THE CITY OF WINTER HAVEN IS NOT RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF STREET SIGNING. THE CITY OF WINTER HAVEN IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF STREET SIGNING. THE CITY OF WINTER HAVEN IS RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF STREET SIGNING.
- 2. ALL STREET SIGNING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF WINTER HAVEN STREET SIGNING MANUAL AND THE CITY OF WINTER HAVEN STREET SIGNING MANUAL.
- 3. THE CITY OF WINTER HAVEN SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF STREET SIGNING.
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- 10. THE CITY OF WINTER HAVEN SHALL BE RESPONSIBLE FOR THE DESIGN AND INSTALLATION OF STREET SIGNING.

SUBDIVISION: VILLAMAR - PHASE 6 SUBDIVISION
 CITY OF WINTER HAVEN, FLORIDA
 COUNTY: POLK COUNTY, FLORIDA
 DATE: JANUARY 1, 2011
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 20.6
 ROADWAY SIGNAGE & MARKING PLAN
 20.6

2/20/2019 10:00 AM C:\Users\jgarcia\OneDrive\Documents\Projects\2019\19-00000\19-00000.dwg



LEGEND: (SYMBOLS) (DESCRIPTION)

- (Symbol) STREET MARKING
- (Symbol) STOP SIGN
- (Symbol) SPEED LIMIT SIGN
- (Symbol) ROAD NARROWING SIGN
- (Symbol) ROAD CONSTRUCTION SIGN
- (Symbol) ROAD AHEAD SIGN
- (Symbol) ROAD AHEAD SIGN

- 1) INDICATES SPECIAL CURVE AND/OR SLOPE SPEED LIMIT (S) WHICH SHALL BE OBSERVED BY DRIVER OF VEHICLE AND CITY INSPECTOR.
- 2) INDICATES SPECIAL 8'x8' WHITE STOP SIGN.
- 3) INDICATES SPECIAL 8'x11" 20"x20" STOP SIGN.
- 4) INDICATES SPECIAL STREET MARKING SIGN.
- 5) INDICATES SPECIAL 24" x 36" (OR 30") SPEED LIMIT SIGN.
- 6) INDICATES SPECIAL 12" x 18" (OR 18" x 24") SPEED LIMIT SIGN.
- 7) INDICATES SPECIAL 24" x 36" (OR 30") SPEED LIMIT SIGN.
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- 100) INDICATES SPECIAL 24" x 36" (OR 30") SPEED LIMIT SIGN.

POSTED SPEED = 30 MPH
DESIGN SPEED = 40 MPH



1. THIS SIGN IS TO BE USED TO PROHIBIT REVERSED TRAFFIC ON A ONE-WAY STREET OR HIGHWAY. IT IS TO BE USED IN CONJUNCTION WITH THE ONE-WAY SIGN. IT IS TO BE USED ON THE SIDE OF THE STREET OR HIGHWAY OPPOSITE THE DIRECTION OF TRAFFIC WHICH IS PERMITTED TO PROCEED.

WOOD & ASSOCIATES
INCORPORATED

VILLAMAR - PHASE 6 SUBDIVISION

CITY OF WINTER HAVEN
POLK COUNTY, STATE OF FLORIDA

ROADWAY SIGNAGE & MARKING PLAN

20.7

7.01 A. 8. Contract Addendum

AMENDMENT NO. 1 TO EJCDC LUMP SUM PRICE CONTRACT POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

This Amendment No. 1 made this [] day of [] in the year [] is made contemporaneous with

and supplements the Agreement dated [] between

[] OWNER

and

[] CONTRACTOR

for the following

[] PROJECT.

Terms used in this Amendment, unless otherwise defined, shall have the same meaning as defined in the Agreement.

1. POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL. As of the date of this Amendment, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material"). This Amendment provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the Potentially Time and Price-Impacted Material(s) listed in Schedule A to this Amendment.

2. BASELINE PRICE AND TIME. Owner and Contractor shall agree upon a method for establishing the market price as of the date of this Amendment ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material listed in Schedule A to this Amendment.

2.1. Compensation for any Potentially Time and Price-Impacted Material shall not be duplicated in any contingency amounts established under the terms of the Agreement.

3. ADJUSTMENT IN BASELINE PRICE. If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within ten (10) days from the date the basis for an equitable adjustment to the Contract Price arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall not include any amount for markup, including overhead and profit.

3.1. In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such decrease, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.2. In the event of an increase in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such increase, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

3.3. The Contract Price shall not be adjusted by more than [] ([]%) percent of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.

3.4. No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is the fault of the Owner and is documented as such.

3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

4. TIME-IMPACT AND AVAILABILITY If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price-Impacted Material, beyond the control of and without any fault attributable to the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price in accordance with the Agreement. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays. Such steps shall include the expedited Shop Drawings submittal and response Milestone Dates set forth in the Agreement, immediate order of materials, and Owner direct purchase of materials, among other mitigation strategies.

OWNER: []

By _____

CONTRACTOR: []

By: _____

END OF DOCUMENT.

SCHEDULE A TO AMENDMENT NO. 1 POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

Potentially Time and Price-Impacted Materials should be identified and described with specificity. The methods for establishing the Baseline Price for a Potentially Time and Price-Impacted Material should be based upon an objective standard and include: 1) established market or catalog prices; 2) actual material costs; 3) material costs indices; and, 4) such other mutually agreed upon method. Pricing based on material costs indices must identify the index category or subcategory that most accurately reflects the Potentially Time and Price-Impacted Material specified. Such Price-Impacted Materials must exceed the schedule of values line item by over 5% to be entitled to a Price adjustment. Further, submittal of at least two material supplier quotes for the same quantity and materials must accompany any request for a Price adjustment pursuant to this Amendment. Requests for Time based on unavailability of materials must be supported with milestone dates for delivery of materials in original bid and must be deemed reasonable with supporting affidavits by materials supplier and the time must deviate by more than 5% of schedule days.

1. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

2. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

3. [] Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

4. Potentially Time and Price-Impacted Material:

Baseline Price: []/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).

Pricing Method: []

(Attach additional sheets as necessary)

7.01 A. 9. a. Contractor's Bid

**OFFICIAL PROPOSAL FORM
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

TO BE SUBMITTED TO:

VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
Wood & Associates Engineering, LLC
Attention: John Bannon
1925 Bartow Road, Lakeland, Florida 33801
Due by 12:00 PM EST, Monday, October 31, 2022

TO: VILLAMAR COMMUNITY DEVELOPMENT DISTRICT

6+6C (396 lots)

FROM: Tucker Paving, Inc.
(Name of Proposer)

In accordance with the Request for Proposals inviting proposals for VillaMar Community Development District – Construction Services for Phase 6 Project Improvements the undersigned proposes to provide all work necessary to install and construct the improvements including but not limited to project construction site work for master project improvements, including stormwater management, utilities, roadway as shown on the Plans, and described in the Specifications as the “VillaMar Subdivision Site Development Construction Plans Dated September 30, 2022.”

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

PRICE Eleven million, two hundred forty one thousand, six hundred ninety seven dollars, and forty five cents.

Proposer submits that it can perform the work described in this Project Manual for a Total Lump Sum Price of \$ 11,241,697.45 as more specifically described in the Proposal Summary.

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

THE LUMP SUM BID PRICE ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACTOR'S PROPOSAL PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED FROM AND NOT BE PART OF THE CONTRACT DOCUMENTS.

TIME

Proposer submits that it can reach Substantial Completion of the work described in this Project Manual within two hundred thirty two days (232) calendar days of the issuance of a Notice to Proceed, and agrees to complete the Project within two hundred seventy two (272) calendar days of the Commencement Date specified in a Notice to Proceed.

The undersigned Proposer agrees to commence work within thirty (30) days after the date of a written Notice to Proceed. The undersigned Proposer agrees that this Proposal shall be valid for a period of one hundred twenty (120) days from the date proposals are due. Proposer hereby acknowledges that any work provided and any cost incurred by Proposer prior to receiving both the Notice of Award and the Notice to Proceed will be at Proposer's risk unless specifically agreed to in writing by the District.

DOCUMENTS AND ADDENDA

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

Addendum No. <u>#1</u>	Dated: <u>10 / 20 / 22</u>
Addendum No. <u>#2</u>	Dated: <u>11 / 08 / 22</u>
Addendum No. <u>#3</u>	Dated: <u>11 / 14 / 22</u>
Addendum No. <u>#4</u>	Dated: <u>11 / 21 / 22</u>
<u>#5</u>	<u>11/28/22</u>

[Signature]
(Signed)

Patrick Braisted
(Print Name of Signatory)


This 30th day of November, 2022. (Corporate Seal)

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick Braisted as CEO [title/official capacity] of Tucker Energy, Inc [entity].

[Signature]
(Official Notary Signature)

Name: Melissa Woolmer
Personally Known X
OR Produced Identification none
Type of Identification _____

[Notary Seal]

 **MELISSA WOOLMER**
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

**ORGANIZATION INFORMATION OF PROPOSER
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

DATE SUBMITTED: November 7th, 2022

1. Proposer Tucker Paving, Inc. A Individual
(Company Name) A Partnership
 A Limited Liability Company
 A Corporation
 A Subsidiary Corporation

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

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

Street Address 5658 Lucerne Park Road Winter Haven, FL 33881

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

1st Contact Name Patrick Braisted Title Executive Vice President

2nd Contact Name Chip Tucker Title President

4. Proposer Company Address (if different)

Street Address _____

P.O. Box (if any) _____

City _____ State _____ Zip Code _____

Telephone _____ Fax No. _____

Telephone _____ Fax No. _____

1st Contact Name _____ Title _____

2nd Contact Name _____ Title _____

5. Is the Proposer organized and/or incorporated in the State of Florida? Yes () No ()

5.1 If yes, provide the following:

Is the Company in good standing with the Florida Department of State, Division of Corporations?
Yes (X) No ()

If no, please explain _____

Date organized/incorporated 05/01/1995 Charter No. _____

5.2 If no, provide the following:

The state in which the Proposer company is organized/incorporated _____

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

If no, please explain _____

Date organized/incorporated _____ Charter No. _____

6. Is the Proposer company a registered or licensed contractor with the State of Florida? Yes (X) No ()

6.1 If yes, provide the following:

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

Certified General Contractor, Certified Underground Utility, Fireline

License No. CGC040393/ CUC1225142/ FPC-000063 Expiration Date 08/31/22 & 06/30/22

Qualifying Individual Terrell Tucker Title Director of Safety

List company(ies) currently qualified under this license Tucker Paving, Inc.

6.2 Is the Proposer company a registered or licensed Contractor with Polk County?
Yes (X) No ()

6.3 Has the Proposer company performed work for a community development district previously?
Yes (X) No ()

7. Name of Proposer's Bonding Company Liberty Mutual

Address _____

Approved Bonding Capacities:	Aggregate Limit	\$ <u>50,000,000</u>
	Single Project Limit	\$ <u>30,000,000</u>
	Total Current Contracts Bonded	\$ <u>45,000,000</u>

8. Name of Proposer's Bonding Agency Wagner Bonding and Insurance

Address P.O. Box 91147 Lakeland, FL 33804

Contact Name Dan Wagner Telephone (863)859-9823

9. List the Proposer's total annual dollar value of work completed for each of the last three (3) years starting with the latest year and ending with the most current year (2019) 47,000,000,
(2020) 43,000,000, (2021) 67,000,000.

10. What are the Proposers' company's current insurance limits?
 General Liability \$ 1,000,000
 Automobile Liability \$ 1,000,000
 Workers Compensation \$ 1,000,000
 Expiration Date 03/25/23 & 04/01/23

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

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

What is the Proposer's current worker compensation rating? .66 _____

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

If yes, please describe the incident: _____

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

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

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

State the period(s) of debarment or suspension _____

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

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	MAGNITUDE AND TYPE OF WORK	YEARS OF CONSTRUCTION EXPERIENCE	YEARS WITH FIRM	IN WHAT CAPACITY?
Mack Banner	Project Manager	Subdivisions	4	4	Project Management
Josh Contreras	Pipe Super	Subdivisions	20	20	Superintendent
Steve Dawson	Earthwork Super	Subdivisions	26	6	Superintendent

14. Have you ever failed to complete any work awarded to you? Yes No
 If so, where and why? _____

15. Has any officer or partner of your organization ever been an officer, partner, or owner of some other organization that has failed to complete a construction contract?
 Yes No

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

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

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

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


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

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

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

Garner Elementary, Corsa Club, Lakeland Warehouse, Cypress Park, and Lake Deer Subdivision.

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

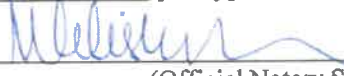
By: 

Patrick Braisted, EVP
(Type Name and Title of Person Signing)

This 30th day of November, 2022.


(Corporate Seal)

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick Braisted, as EVP [title/official capacity] of Nevel Energy, Inc. [entity].


(Official Notary Signature)

Name: Melissa Woolmer
Personally Known
OR Produced Identification Know
Type of Identification _____

[Notary Seal]

 **MELISSA WOOLMER**
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

I.I.B.

CORPORATE OFFICERS

Company Name Tucker Paving, Inc. Date 11/07/22

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

NAME OF PROPOSER	POSITION OR TITLE	CORPORATE RESPONSIBILITIES	INDIVIDUAL'S RESIDENCE CITY, STATE
Chip Tucker	President	President	Winter Haven, FL
Patrick Braisted	EVP	Vice President	Winter Haven, FL
Terrell Tucker	Director of Safety	Vice President	Lakeland, FL
Barret Tucker	Director of Preconstruction	Vice President	Winter Haven, FL
FOR PARENT COMPANY (if applicable)			

I.I.B.

SUPERVISORY PERSONNEL

Company Name Tucker Paving, Inc. Date 11/07/22

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

INDIVIDUAL'S NAME	PRESENT TITLE	DESCRIPTION OF DIRECT JOB RESPONSIBILITIES	YEARS OF EXPERIENCE IN PRESENT POSITION	TOTAL YEARS OF RELATED EXPERIENCE
Mack Banner	Project Manager	Project Manager	4	4
Josh Contreras	Superintendent	Pipe Super	20	30
Steve Dawson	Superintendent	Dirt Super	26	6



MACK BANNER
Project Manager

His responsibilities include managing day-to-day operational aspects of projects and scopes. He plans, directs, and manages designated projects while ensuring that the set objectives of the Tucker Paving team are accomplished in accordance with the outlined priorities. He coordinates the successful simultaneous development of several projects within the project management department. Mack delegates the project responsibilities and completion schedules, while also reviewing project status reports and submittal packages.

EDUCATION

Polk State College
Santa Fe College
Gainesville, FL

CERTIFICATION/TRAINING

Trench Safety
Excavation Training
Confined Space Training

RECENT SUBDIVISION EXPERIENCE

Normandy Heights 3A
Highland Homes

Orchid Grove CDD
Cassidy Homes

Pleasant Hill Estates
Cassidy Homes

Highland Meadows 4B & 4C CDD
Cassidy Homes

Highland Meadows 2B
Cassidy Homes

Highland Meadows Phase 3 CDD
Cassidy Homes

Highland Meadows Phase 5 and 5A CDD
Cassidy Homes

Highland Meadows Phase 6 and 6A CDD
Cassidy Homes

Hallam Preserve
Southern Homes



STEVE DAWSON
Earthwork Superintendent

Steve has over 27 years' experience within the site construction industry. He coordinates scheduling of Tucker Paving manpower and equipment to meet the needs of the project as it relates to the earthwork scope.

CERTIFICATION/TRAINING

Trench Safety
Basic First Aid/ CPR
OSHA 30 Hour
Excavation Training
Confined Space Training
Heavy Equipment Operator

RECENT SUBDIVISION EXPERIENCE

Normandy Heights 3A
Highland Homes

Orchid Grove CDD
Cassidy Homes

Pleasant Hill Estates
Cassidy Homes

Highland Meadows 4B & 4C CDD
Cassidy Homes

Highland Meadows 2B
Cassidy Homes

Highland Meadows Phase 3 CDD
Cassidy Homes

Highland Meadows Phase 5 and 5A CDD
Cassidy Homes

Highland Meadows Phase 6 and 6A CDD
Cassidy Homes

Hallam Preserve
Southern Homes



JOSH CONTRERAS
Pipe Superintendent

He supports the crews on a daily basis with each of the projects and coordinates with other trades on the projects. Josh is responsible for the pipe crews and maintains the schedule for each project. He works closely with the project managers to meet the schedule needs and coordinates deliveries of material from suppliers and vendors. He focuses on maintaining a positive work environment and ensuring successful project outcomes from his teams. He builds strong relationships between the superintendents and the general contractor by keeping the lines of communication open and maintaining proper documentation for each project.

CERTIFICATION/TRAINING

Trench Safety
Basic First Aid/ CPR
OSHA 30 Hour
Excavation Training
Confined Space Training

RECENT SUBDIVISION EXPERIENCE

Normandy Heights 3A
Highland Homes

Orchid Grove CDD
Cassidy Homes

Pleasant Hill Estates
Cassidy Homes

Highland Meadows 4B & 4C CDD
Cassidy Homes

Highland Meadows 2B
Cassidy Homes

Highland Meadows Phase 3 CDD
Cassidy Homes

Highland Meadows Phase 5 and 5A CDD
Cassidy Homes

Highland Meadows Phase 6 and 6A CDD
Cassidy Homes

Hallam Preserve
Southern Homes

II.B.

COMPANY OWNED MAJOR EQUIPMENT
(Attach additional sheets if necessary)

Company Name Tucker Paving, Inc.

Date 11/07/22

QUANTITY	DESCRIPTION	CAPACITY	No. LOCATED IN	
			FLORIDA	OTHER
	Please see attached			

Tucker #	Make	Model	Serial #
Dozer			
D-1	Komatsu	D51-PXI-22	B14234
D-2	Komatsu	D61PXI-23	31594
D-3	Komatsu	D61PXI-23	31802
D-4	Komatsu	D39PX-24	95422
D-5	John Deere	650K	1T0650KXCEE256818
D-7	Komatsu	D39PX-24	95431
D-8	Komatsu	D61PXI-24	B60368
D-9	Komatsu	D61PXI-24	B60385
D-10	Cat	D6K2 LGP	JTR00832
D-11	Cat	D6K2 LGP	JTR00840
D-12	Komatsu	D51PXI-22	B14446
D-13	Cat	D6K2 LGP	RST02105
D-14	Komatsu	D61PXI-24Y	B61345
D-15	Komatsu	D61PXI-24Y	B61294
D-17	Komatsu	D39PXI-24	96740
D-18	Komatsu	D51PXI	15183
D-19	Komatsu	D39PX-24	100151
Excavators			
TH-1	Cat	329FLT4	ERL00697
TH-2	Cat	329FLT4	ERL00842
TH-3	Komatsu	PC-490LC-11	A41095
TH-4	Komatsu	PC-228USLC-10	1845
TH-5	Komatsu	PC-360LC-11	A35111
TH-7	Cat	329FLT4	ERL00698
TH-8	Komatsu	PC490LCI-11	A45015
TH-9	Komatsu	PC-35MR-5	30451
TH-12	Komatsu	PC490LCI-11	A45099
TH-13	Komatsu	PC-360LC-11	A35090
TH-16	Cat	320ELRRT4	0TFX01275
TH-17	Komatsu	PC-360LC-11	A35470
TH-18	Cat	329FLT4	ERL00672
TH-19	Komatsu	PC-360LC-11	K64011
TH-22	Komatsu	PC-55MR-5	20894
TH-23	Komatsu	PC-55MR-5	20892
TH-24	Komatsu	PC-490LC-11	A45179
TH-25	John Deere	470G	TLF236448
TH-26	John Deere	470G	PLF236452
TH-27	Cat	320GC	KTN20263
TH-28	John Deere	470G	ALF236555
TH-29	Cat	310K	GWT01004

TH-30	Cat	310K	GWT01064
TH-32	Volvo	EC380EL	314427
TH-33	Cat	336	GSF10163
TH-34	Volvo	ECR145EL	315117
TH-35	Volvo	ECR145EL	314907
TH-36	Volvo	EC380EL	314346
TH-37	Volvo	EC380EL	314448
TH-38	Volvo	ECR58D	210864
Wheel Loaders			
L-1	Volvo	L110H	L110H631215
L-2	Volvo	L110H	L110H631173
L-3	Volvo	L110H	L110H631211
L-4	Komatsu	WA270-7	A27438
L-5	Komatsu	WA270-7	83159
L-6	Komatsu	WA250-6	76369
L-7	Komatsu	WA250-6	76918
L-8	John Deere	524K	653335
L-9	Komatsu	WA380-7	A64428
L-10	Komatsu	WA270-7	A27502
L-11	Komatsu	WA270-8	83161
L-12	Cat	926MQCT4	LTE00292
L-13	Komatsu	WA270-7	A27524
L-15	Komatsu	WA270-8	83098
L-16	Komatsu	WA270-8	83296
L-17	Komatsu	WA270-8	A28176
L-18	Cat	930K	RHN03810
L-19	Cat	930K	RHN03836
L-20	Cat	930K	RHN03796
L-21	Komatsu	WA380-8	A75554
L-22	Komatsu	WA270-8	85043
L-23	Komatsu	WA270-8	85124
Articulated Truck			
ED-5	Volvo	A25G	A25G740257
ED-6	Volvo	A25G	A25G740217
ED-7	Volvo	A25G	A25G742097
ED-8	Volvo	A25G	A25G742081
ED-9	Cat	730	3T301072
ED-10	Cat	730	3T301075
ED-11	Cat	730	3T301080
ED-12	Cat	730	3T301179
ED-13	Cat	730	3T301073
ED-14	Cat	730	3T301154

ED-15	Cat	730	3T301077
ED-16	Cat	730	3T300865
ED-17	Cat	730	3T301074
Road Graders			
GR-1	John Deere	672GP	PGF678524
GR-3	John Deere	672GP	KHF680597
GR-4	Cat	120H	CAF00661
GR-5	John Deere	672GP	TA0632118
GR-6	John Deere	620G	711127
V. Rollers			
VR-1	Hamm	H7I-VIO	H2220760
VR-2	Hamm	H7I-VIO	H2220447
VR-3	Hamm	H7I-VIO	H2220443
VR-4	IR (Flagler)	SD-45D-TF	188042
VR-5	Hamm	H7I-VIO	H2220126
VR-6	Hamm	H7I-VIO	H2220775
VR-7	Hamm	H7I-VIO	H2221848
VR-9	Hamm	H7I-VIO	H2221346
VR-10	Hamm	H7I-VIO	H2221535
VR-11	Hamm	H13I-VIO	H2110604
VR-12	Hamm	H7I-VIO	H2221837
DD Rollers			
DD-2	Bomag	BW9AS	11043
DD-3	Hamm	HD+70I-VO	H1860122
DD-4	Hamm	HD+70I-VO	H1860292
DD-5	Weiler	C310	W1101
DD-6	Hamm	HD+1200I-VO	H2070339
DD-7	Hamm	HD+70I-VO	H1860667
DD-8	Hamm	HD+70I-VO	H1860882
PUMPS			
DDP-1	MWI	Double Diaphragm	4DDTE1160
DDP-2	MWI	Double Diaphragm	4DDTE1097
DDP-3	MWI	Double Diaphragm	4DDTE1173
RP-1	MWI	RWP08	14415
RP-2	MWI	RWP08	14417
Rubber Tire Backhoe			
BH-1	Cat	420FIT	0JWJ462
Broom Tractor			
BT-1	Ford	3230	BD38800
BT-3	Massey	2615	FW662695
BT-4	Laymor	SM300	34692

BT-5	Laymor	SM300	35380
BT-6	Laymor	SM300	35313
BT-7	Kubota	MX5200HST	59323
Pavers			
PM-2	Volvo	PF2181	376050
PM-3	Cat	AP500F	E44900127
Traffic Rollers			
RT-1	Blawknox	PTC15	PTC15KUB-73319
RT-3	Rosco	TRUPAC 915	156664
RT-4	Rosco	TRUPAC 915	44640
RT-5	LeeBoy	PTC15B	160009
RT-6	Rosco	TRUPAC 915	198988
RT-7	CAT	CW16	0TL500626
Skid Steer			
SK-1	Bobcat	T740	B3CA13717
SK-6	Cat	289D	TAW04966
SK-8	Cat	289D3	JX906218
Water Trucks			
WT-1	Kenworth	WT5000	2NKHMM7X4DM362779
WT-2	Peterbilt	330B	2NPNHM6X78M759150
WT-3	Kenworth	T300	2NKMHD7X37M170126
WT-4	Kenworth	WT5000	2NKMHD7X96M157735
WT-5	Kenworth	WT5000	1NKBLJ0X7GJ480852
WT-6	Freightliner	WT2450	1FVACXDT5HHJB3092
WT-7	Cat	725CWW	TFB00206
WT-8	Freightliner	WT2300	1FVACXDT0HHHX6044
WT-10	Hydrema	912HM	13122
Trailers			
TR-1	BELI	TRAILER 2006	16JF0182961042830
TR-2	LMT	TRAILER 2006	4ZECF202661018297
TR-3	BELI	TRAILER 2006	16JF0182061042523
TR-4	GECI	Trailer 1996	112HAX355TL047191
TR-5	LIDL(Stinger)	Trailer 2007	1L9SM051071236516
TR-6	LIDD (Transport)	Trailer 2007	1Z92959657E094033
TR-7	HRTV	TRAILER (CCS)	5E2B1162271031878
TR-8	LANDALL	Trailer 2007	1LH855WJ4GK22595
TR-9	ARISING	ENCLOSED TRAILER(Black)	5YCBE1620HH040001

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

Company Name Tucker Paving, Inc.

Date 11/07/22

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

OWNER, LOCATION AND DESCRIPTION OF PROJECT	CURRENT CONTRACT AMOUNT AS PRIME	CURRENT CONTRACT AMOUNT AS SUBCONTRACTOR	CURRENT AMOUNT SUBJECT TO OTHERS	PROPOSER'S UNCOMPLETED AMOUNT AS OF THIS DATE	AS PRIME CONTRACTOR	AS SUBCONTRACTOR	ORIGINAL CONTRACT DATE	APPROVED/REVISED DATE	CURRENT ESTIMATE DATE
Hammock Reserve 3	\$ 5,400,000			\$ 250,000		\$			November 2022
Cassidy Homes									
Hammock Reserve 4	\$ 4,000,000			\$ 1,500,000		\$			Dec. 2022
Cassidy Homes									
Scenic Terrace	\$ 4,900,000			\$ 1,000,000		\$			Nov. 2022
Cassidy Homes									
Bella Vita	\$ 4,900,000			\$ 1,050,000		\$			Dec. 2022
Cassidy									
Raindance						\$ 450,466			
Kast Construction	\$			\$		\$			
Gardner Elementary	\$			\$ 2,800,000		\$ 2,029,555			
AD Morgan									
Gapway Grove Subdivision	\$ 2,500,000			\$ 1,607,341		\$			
Corsa Club									
Arbundeale	\$			\$ 4,200,000		\$ 2,000,000			
Lakeland Warehouse	\$					\$			
Marco Bay	\$			\$ 4,100,000		\$ 1,704,020			
Lakeland Christian	\$			\$ 1,800,000		\$ 464,553			
Rodda Construction	\$			\$		\$			
Cypress Park	\$ 8,600,000			\$ 8,300,000		\$			
KRPC									
Subtotal Uncompleted Work				\$ See Pg 2		\$ See Pg. 2			
Total Uncompleted Work on Hand				\$		\$ see Pg 2			

PROJECTS COMPLETED BY PROPOSER IN THE LAST TWO YEARS

Company Name Tucker Paving, Inc.

Date _____

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

PROJECT NAME/LOCATION	FINAL CONTRACT AMOUNT	PRIME OR SUB ¹	CLASSIFICATION OF WORK PERFORMED	YEAR STARTED/ COMPLETED	OWNER NAME/ LOCATION ²	NAME & PHONE NUMBER OF OWNER'S REPRESENTATIVE ON THIS PROJECT ³
Lakeland Regional Medical Garage Lakeland, FL	8,500,000	S	Utilities	2015/2019	Creative Contractors	Brett Johnson (863) 802-9626
Project D/ Walt Disney Orlando, FL	3,100,000	S	Utilities	2017/2019	Whiting Turner	Skyler Neal (407) 370-4500
Italian Job/ Walt Disney	14,200,000	S	Utilities	2017/2019	PCL Construction	(407) 363-0059
Wharton Smith, Polk CRWPF	1,300,000	S	Utilities	2018/2019	Wharton Smith	Drew Gunningey (407) 321-8410
Orehid Grove	4,000,000	P	Utilities	2018/2019	Cassidy Homes	Rennie Heath (863) 324-3698
Cassidy Homes Borner Springs Phase 1	1,400,000	S	Utilities	2019/2019	Rodda Construction	Jason Rodda (863) 669-0990
Field House/ Chain of Lakes	3,600,000	S	Utilities	2018/2020	Rodda Construction	Jason Rodda (863) 669-0990
Lake Myrtle Park, Auburndale	1,900,000	S	Utilities	2020/2020	Miller Construction	Mary O'Hara (863) 688-3060
Nucor Steel	1,400,000	P	Utilities	2020/2020	Nucor Steel	Tommy Massey tommy.massey@nucor.com
Cobblestone Phase 1	1,400,000	P	Utilities	2020/2020	Jeff Wright	landev@gmail.com
Southern Crossing	1,900,000	P	Utilities	2019/2020	Cassidy Homes	Rennie Heath (863) 324-3698

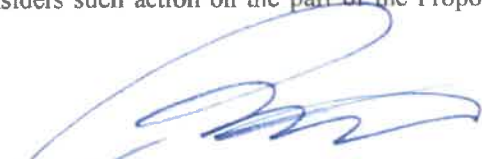
1 'Prime or Sub' should indicate whether Proposer performed the work as a prime contractor or as a subcontractor.
 2 'Owner Name/Location' should indicate the Owner of the project if the Proposer performed the work as a prime contractor or the general contractor if the Proposer performed the work as a subcontractor.
 3 'Name & Phone Number of Owner's Representative on this Project' should list a reference from the business entity listed in the previous column familiar with Proposer's contract performance.

END OF ORGANIZATIONAL INFORMATION FORM

AFFIDAVIT FOR CORPORATION
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

STATE OF Florida)
)
COUNTY OF Polk) SS

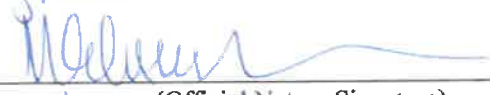
I, Patrick Braisted, (title) EVP
of the Tucker Paving, Inc.
(a corporation described herein) being duly sworn, deposes and says that the statements and answers to the questions of the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/ she understands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



(Officer must also sign here)


CORPORATE SEAL

Sworn to and subscribed before me by means of physical presence or online notarization this 30th
____ day of November 2022, by Patrick Braisted, as EVP
____ [title/official capacity] of Tucker Paving, Inc [entity].



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

[Notary Seal]


MELISSA WOOLMER
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a) FLORIDA STATUTES,
ON DISCRIMINATION**

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

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

1. This sworn statement is submitted to VillaMar Community Development District
by Patrick Braisted, Executive Vice President
(print individual's name and title)
for Tucker Paving, Inc.
(print name of entity submitting sworn statement)
whose business address is
5658 Lucerne Park Road, Winter Haven, FL 33881

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3315987
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

- 2. I understand that a "discrimination" or "discriminated" as defined in section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
- 3. I understand that "discriminatory vendor list" as defined in section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to section 287.134(3)(d), *Florida Statutes*.
- 4. I understand that "entity" as defined in section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
- 5. I understand that an "affiliate" as defined in section 287.134(1)(a), *Florida Statutes*, means:
 - A. A predecessor or successor of an entity that discriminated; or
 - B. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity


6. I understand that, pursuant to section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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

- Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
- The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.


Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF FLORIDA

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick B. Bristow, as Self [title/official capacity] of Tucker Property, LLC [entity].


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

[Notary Seal]



MELISSA WOOLMER
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,
REGARDING SCRUTINIZED COMPANIES**

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

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

1. This sworn statement is submitted to VillaMar Community Development District by Patrick Braisted (print individual's name and title) for Tucker Paving, Inc. (print name of entity submitting sworn statement) whose business address is 5658 Lucerne Park Road.

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


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

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


Signature by authorized representative of Proposer

STATE OF FLORIDA
COUNTY OF Polk

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick Braisted, as ED [title/official capacity] of Tucker Paving, Inc. [entity].


(Official Notary Signature)
Name: Melissa Woodmeier
Personally Known X
OR Produced Identification known
Type of Identification _____



MELISSA WOODMEIER
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

VILLA MAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

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

1. This sworn statement is submitted to VillaMar Community Development District
(print name of the public entity)

by Patrick Braisted
(print individual's name and title)

for Tucker Paving, Inc.
(print name of entity submitting sworn statement)

whose business address is
5658 Lucerne Park Road, Winter Haven, FL 33881

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3315987

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a please of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in section 287.133(1)(a), *Florida Statutes*, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in section 287.133(1)(e), *Florida Statutes*, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

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

[Continue onto next page]

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

[Signature]
(Signature)

STATE OF FLORIDA
COUNTY OF Polk

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick Braisted, as CEO [title/official capacity] of Tucker Living, Inc [entity].

[Signature]
(Official Notary Signature)
Name: Melissa Woolmer
Personally Known X
OR Produced Identification known
Type of Identification _____

[Notary Seal]
MELISSA WOOLMER
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

TRENCH SAFETY ACT COMPLIANCE STATEMENT
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

INSTRUCTIONS

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

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

CERTIFICATION

1. I understand that Chapter 90.96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be: twenty five thousand dollars, three hundred twenty Dollars (Written)
\$25,300.00 (Figures). + Fifty Cost
3. The amount listed above has been included within the Proposal.

Dated this 30th day of November, 2022.

Proposer: _____

By: [Signature]
Title: Executive Vice President

STATE OF Florida
COUNTY OF Polk

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick Braxton, as CEO [title/official capacity] of Tucker Pump, INC. [entity].

[Signature]
(Official Notary Signature)
Name: Melissa Woolmer
Personally Known X
OR Produced Identification KNOWN
Type of Identification _____

[Notary Seal]



MELISSA WOOLMER
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

TRENCH SAFETY ACT COMPLIANCE COST STATEMENT
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA

INSTRUCTIONS

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


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

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

Type of Trench Safety Mechanism	Quantity	Unit Cost ¹	Item Total Cost
PPPR Manhole	8324	1.00	8324.00
Trench Box / Shoring	11319	1.50	16978.50
Project Total			25,302.50


Dated this 30th day of November, 2022.

Proposer: Tucker Paving, Inc.

By: 
Title: Executive Vice President

STATE OF FL
COUNTY OF Polk

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick Branstetter, as VP [title/official capacity] of Tucker Paving, Inc. [entity].


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



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

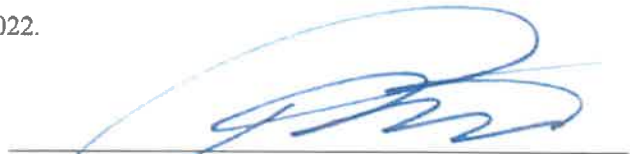
AFFIDAVIT OF NON-COLLUSION

**VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
PHASE 6 PROJECT IMPROVEMENTS
POLK COUNTY, FLORIDA**

STATE OF Florida
COUNTY OF Polk

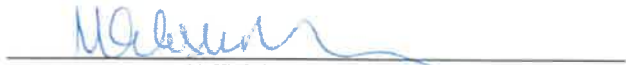
I, Patrick Braisted, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a Officer (officer or principal) in the firm of Tucker Paving, Inc., and authorized to make this affidavit on behalf of the same. I understand that I am swearing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

Dated this 30th day of November, 2022.



Signature by authorized representative of Proposer

Sworn to and subscribed before me by means of physical presence or online notarization this 30th day of November, 2022, by Patrick Braisted, as Officer [title/official capacity] of Tucker Paving [entity].



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

[Notary Seal]



MELISSA WOOLMER
Notary Public
State of Florida
Comm# HH192607
Expires 10/31/2025

VILLAMAR PHASE 6 - 396 LOTS
Section II.K.(1) - SUMMARY OF COST AND SCHEDULE

Description	Bid Qty.	UM	Unit Cost	Total Cost
GENERAL CONDITIONS				
NPDES COMPLIANCE	1	LS	\$ 9,739.74	\$ 9,739.74
MOBILIZATION	1	LS	\$ 128,765.80	\$ 128,765.80
PAYMENT & PERFORMANCE BOND	1	LS	\$ 123,254.04	\$ 123,254.04
MAINTENANCE OF TRAFFIC	1	LS	\$ 1,857.04	\$ 1,857.04
CONSTRUCTION ENTRANCE	1	EA	\$ 1,947.95	\$ 1,947.95
SILT FENCE	17530	LF	\$ 1.30	\$ 22,789.00
5' WIDTH / 4" CONCRETE SIDEWALK	4451	LF	\$ 29.22	\$ 130,058.22
ADA CURB RAMP	18	EA	\$ 1,233.70	\$ 22,206.60
CONSTRUCTION LAYOUT	1	LS	\$ 108,422.86	\$ 108,422.86
CONSTRUCTION AS-BUILTS	1	LS	\$ 85,430.56	\$ 85,430.56
GEOTECH (CMT)	1	LS	\$ 84,313.74	\$ 84,313.74
SUBTOTAL				\$ 718,785.55
EARTHWORK				
CLEAR & GRUB	1	LS	\$ 249,259.60	\$ 249,259.60
DISC SITE	1	LS	\$ 14,544.68	\$ 14,544.68
EXCAVATION & GRADING	1	LS	\$ 691,580.14	\$ 691,580.14
IMPORT FILL	83112	CY	\$ 11.37	\$ 944,983.44
SOD (BAHIA - 2' B.O.C.)	12180	SY	\$ 3.04	\$ 37,027.20
SOD (BAHIA - POND SLOPES & SWALES)	47800	SY	\$ 3.04	\$ 145,312.00
SOD (MISC)	35543	SY	\$ 3.04	\$ 108,050.72
SEED & MULCH (POND BOTTOMS)	16744	SY	\$ 0.47	\$ 7,869.68
SEED & MULCH (ROW)	10932	SY	\$ 0.47	\$ 5,138.04
SEED & MULCH (LOTS)	216870	SY	\$ 0.47	\$ 101,928.90
FINAL GRADING	1	LS	\$ 49,194.03	\$ 49,194.03
SUBTOTAL				\$ 2,354,888.43
PAVING				
SAW CUT & MATCH EXISTING PAVEMENT	1	LS	\$ 1,090.85	\$ 1,090.85
1.25" TYPE SP-9.5 TL-C ASPHALT	26138	SY	\$ 13.64	\$ 356,522.32
1.50" TYPE SP-9.5 TL-C ASPHALT	2915	SY	\$ 16.18	\$ 47,164.70
6" CRUSHED CONCRETE (LBR 150)	28038	SY	\$ 13.34	\$ 374,026.92
8" CRUSHED CONCRETE (LBR 150)	2915	SY	\$ 17.79	\$ 51,857.85
12" STABILIZED SUBGRADE (LBR 40)	39179	SY	\$ 5.83	\$ 228,413.57
TYPE F CURB	2532	LF	\$ 27.92	\$ 70,693.44
TYPE D CURB	216	LF	\$ 26.62	\$ 5,749.92
MIAMI CURB	21609	LF	\$ 19.16	\$ 414,028.44
FDOT VALLEY GUTTER	68	LF	\$ 32.47	\$ 2,207.96
SIGNAGE AND STRIPING	1	LS	\$ 36,032.91	\$ 36,032.91
SUBTOTAL				\$ 1,587,788.88

STORM SEWER

18" RCP	2574	LF	\$	80.02	\$	205,971.48
24" RCP	553	LF	\$	108.97	\$	60,260.41
30" RCP	885	LF	\$	152.47	\$	134,935.95
36" RCP	209	LF	\$	198.43	\$	41,471.87
48" RCP		LF			\$	-
54" RCP	1081	LF	\$	414.58	\$	448,160.98
TYPE V CURB INLET	57	EA	\$	7,971.54	\$	454,377.78
TYPE P STORM MANHOLE	5	EA	\$	7,908.10	\$	39,540.50
TYPE C INLET	21	EA	\$	3,970.72	\$	83,385.12
CONTROL STRUCTURE - WEIR (OFS-A)	1	EA	\$	56,822.28	\$	56,822.28
CONTROL STRUCTURE - WEIR (OFS-B)	1	EA	\$	59,320.52	\$	59,320.52
CONTROL STRUCTURE - WEIR (OFS-C)	1	EA	\$	56,718.07	\$	56,718.07
CONTROL STRUCTURE - INLET (OFS-D)	1	EA	\$	14,082.75	\$	14,082.75
CONTROL STRUCTURE - INLET (OFS-E)	1	EA	\$	10,553.33	\$	10,553.33
18" MES - RCP	8	EA	\$	1,915.13	\$	15,321.04
24" MES		EA	\$	-	\$	-
30" MES - RCP	3	EA	\$	4,134.91	\$	12,404.73
36" MES - RCP	3	EA	\$	5,239.59	\$	15,718.77
48" MES		EA	\$	-	\$	-
54" MES - RCP	1	EA	\$	14,495.31	\$	14,495.31
MITER END (5' X 10' CONCRETE RUBBLE)	18	EA	\$	677.60	\$	12,196.80
24" ADS STORM PIPE	1328	LF	\$	86.77	\$	115,230.56
30" ADS STORM PIPE	521	LF	\$	120.66	\$	62,863.86
36" ADS STORM PIPE	1001	LF	\$	130.49	\$	130,620.49
42" ADS STORM PIPE	162	LF	\$	159.51	\$	25,840.62
24" MES - ADS	1	EA	\$	1,112.67	\$	1,112.67
36" MES - ADS	1	EA	\$	1,112.67	\$	1,112.67
42" MES - ADS	1	EA	\$	3,015.07	\$	3,015.07
CLEAN & VIDEO PROPOSED STORM PIPE	1	LS	\$	32,477.89	\$	32,477.89
DEWATER PROPOSED STORM PIPE	1	LS	\$	133,024.00	\$	133,024.00
SUBTOTAL					\$	2,241,035.52

SANITARY SEWER

CONNECT TO EXISTING MANHOLE		EA	\$	-	\$	-
8" PVC SDR-26	11319	LF	\$	38.16	\$	431,933.04
SANITARY MANHOLE (0-6')	7	EA	\$	5,675.62	\$	39,729.34
SANITARY MANHOLE (6-8')	8	EA	\$	6,506.85	\$	52,054.80
SANITARY MANHOLE (8-10')	8	EA	\$	7,507.03	\$	60,056.24
SANITARY MANHOLE (10-12')	7	EA	\$	8,480.61	\$	59,364.27
SANITARY MANHOLE (12-14')	5	EA	\$	9,195.81	\$	45,979.05
SANITARY MANHOLE (14-16')	2	EA	\$	9,865.09	\$	19,730.18
SANITARY MANOLE (> 16')		EA	\$	-	\$	-
SINGLE SERVICE CONNECTION	39	EA	\$	944.51	\$	36,835.89
DOUBLE SERVICE CONNECTION	173	EA	\$	1,653.83	\$	286,112.59
LIFT STATION	1	LS	\$	594,226.11	\$	594,226.11
6" PVC DR-25 FORCE MAIN	931	LF	\$	35.70	\$	33,236.70
16" X 6" WET TAP & VALVE	1	EA	\$	5,531.07	\$	5,531.07
6" CHECK VALVE & CONC VAULT	1	EA	\$	10,507.12	\$	10,507.12
TV & AIR TESTING - GRAVITY	1	LS	\$	53,991.37	\$	53,991.37
SANITARY MANHOLE (16-18')	1	EA	\$	11,371.69	\$	11,371.69
SANITARY MANHOLE (18-20')	2	EA	\$	11,773.27	\$	23,546.54
SANITARY MANHOLE (20-22')	2	EA	\$	13,586.06	\$	27,172.12
6" MJ BEND	4	EA	\$	841.81	\$	3,367.24
6" GATE VALVE ASSY.	1	EA	\$	2,409.76	\$	2,409.76
PRESSURE TESTING FORCEMAIN	1	LS	\$	1,363.56	\$	1,363.56
DEWATER PROPOSED SANITARY PIPE	1	LS	\$	181,104.00	\$	181,104.00
SUBTOTAL					\$	1,979,622.68

WATER AND FIRE DISTRIBUTION

CONNECT TO EXISTING MAINS	7	EA	\$	972.44	\$	6,807.08
JUMPER CONNECTION	7	EA	\$	4,149.71	\$	29,047.97
10" PVC WATER MAIN (DR-18)	2456	LF	\$	70.34	\$	172,755.04
10" GATE VALVE ASSEMBLY	13	EA	\$	3,671.64	\$	47,731.32
10" MJ BEND	27	EA	\$	918.79	\$	24,807.33
10" MJ TEE	4	EA	\$	1,480.03	\$	5,920.12
10" MJ REDUCER	2	EA	\$	952.59	\$	1,905.18
8" PVC WATER MAIN (DR-18)	9451	LF	\$	50.95	\$	481,528.45
8" GATE VALVE ASSEMBLY	20	EA	\$	2,479.99	\$	49,599.80
8" MJ BEND	86	EA	\$	666.58	\$	57,325.88
8" MJ TEE	5	EA	\$	949.50	\$	4,747.50
10" X 10" X 8" TEE	1	EA	\$	1,328.84	\$	1,328.84
10" X 10" X 6" TEE (HYDRANTS)	3	EA	\$	1,277.52	\$	3,832.56
FIRE HYDRANT ASSEMBLY	17	EA	\$	6,333.00	\$	107,661.00
SINGLE SERVICE - SHORT	61	EA	\$	1,651.48	\$	100,740.28
SINGLE SERVICE - LONG	46	EA	\$	1,699.65	\$	78,183.90
DOUBLE SERVICE - SHORT	64	EA	\$	1,615.78	\$	103,409.92
DOUBLE SERVICE - LONG	76	EA	\$	1,662.32	\$	126,336.32
4" FLUSH VALVE ASSEMBLY	4	EA	\$	1,071.52	\$	4,286.08
SAMPLE POINTS	26	EA	\$	717.51	\$	18,655.26
POLY-PIG WATER MAINS	1	LS	\$	5,454.26	\$	5,454.26
TESTING AND BACTERIOLOGICALS	1	LS	\$	17,787.70	\$	17,787.70
CONNECT TO EXISTING WITH WET TAP	1	EA	\$	12,291.99	\$	12,291.99
8" X 6" MJ TEE	14	EA	\$	904.65	\$	12,665.10
4" PVC WATERMAIN	60	LF	\$	26.17	\$	1,570.20
4" GATE VALVE ASSY.	2	EA	\$	1,463.96	\$	2,927.92
SUBTOTAL					\$	1,479,307.00

RECLAIMED WATER

CONNECT TO EXISTING MAINS	6	EA	\$	444.79	\$	2,668.74
6" PVC RECLAIMED WATER MAIN	11545	LF	\$	35.62	\$	411,232.90
6" GATE VALVE ASSEMBLY	26	EA	\$	1,741.25	\$	45,272.50
6" MJ BEND	130	EA	\$	427.20	\$	55,536.00
6" MJ TEE	9	EA	\$	736.22	\$	6,625.98
6" CAP	2	EA	\$	271.57	\$	543.14
SINGLE SERVICE (SHORT SIDE)	19	EA	\$	1,577.79	\$	29,978.01
SINGEL SERVICE (LONG SIDE)	22	EA	\$	1,628.06	\$	35,817.32
DOUBLE SERVICE (SHORT SIDE)	90	EA	\$	1,546.16	\$	139,154.40
DOUBLE SERVICE (LONG SIDE)	82	EA	\$	1,596.42	\$	130,906.44
TESTING	1	LS	\$	5,454.26	\$	5,454.26
20" X 6" WET TAP CONNECTION	1	EA	\$	6,937.75	\$	6,937.75
4" PVC RECLAIMED WATER MAIN	107	LF	\$	26.81	\$	2,868.67
4" GATE VALVE ASSEMBLY	1	EA	\$	1,463.96	\$	1,463.96
4" MJ BEND	4	EA	\$	380.81	\$	1,523.24
FLUSH VALVE	4	EA	\$	1,071.52	\$	4,286.08
SUBTOTAL					\$	880,269.39

GRAND TOTAL

\$ 11,241,697.45

PER LOT

396 LOTS

\$ 28,388.12

BID NOTES:

- 1) DO NOT INCLUDE COST OF PERIMETER WALLS OR FENCES
- 2) DO NOT INCLUDE COST OF LANDSCAPE OR IRRIGATION

7.01 A. 9. b. GEOTECH REPORTS

Imperial
Testing and Engineering, Inc.



Soil Profile and Pavement Recommendations
Villamar Phase 6
Cherry Blossom Lane and Cunningham Road
Winter Haven, FL
Imperial Project No. 22434

Prepared for:
Woods & Associates, LLC.
Attn: John Bannon
1925 Bartow Rd. Suite 101
Lakeland, FL 33801

Prepared by:
Imperial Testing and Engineering, Inc.
3905 Kidron Road
Lakeland, Florida 33811

March 28, 2022



March 28, 2022

Woods & Associates, LLC.
Attn: John Bannon
1925 Bartow Rd. Suite 101
Lakeland, FL 33801

Re: Villamar Phase 6, Cherry Blossom Lane and Cunningham Rd, Winter Haven, FL
Soil Profile and Pavement Recommendations

Dear Mr. Bannon:

As requested, Imperial Testing and Engineering, Inc. (Imperial) has advanced twenty-one (21) soil borings at the above-mentioned site. Thirteen (13) shallow borings were completed in the proposed roadway area to develop a soil profile for roadway design. These borings were designated as RB-1 through RB-13. Eight (8) soil borings were advanced in the proposed storm water ponds for seasonal high-water table and groundwater elevation determination. The pond borings were designated as PB-1 through PB-8. The field work was completed on February 10, 2022, through February 12, 2022. The general site location can be found on **Figure 1**. The test locations can be found on **Figure 2**. The following is the report of our findings.

The purpose of the soil borings was to determine the lithological profile at the tested locations. The borings would also identify the in-situ groundwater table and an estimation of the seasonal high-water table for design purposes. The roadway borings RB-1 through RB-13 were installed to a depth of 10 feet below land surface (bls). The pond borings PB-1 through PB-8 were installed to a depth of 20 feet. The borings were installed using hand auger techniques and with a drilling rig using Direct Push Technology (DPT). The borings were conducted in accordance with the standard method of *Soil Investigation and Sampling by Auger Borings*, as found in ASTM D1452 or Direct Push Soil Sampling as found in ASTM D6282. Visual Classifications of all soil samples were accomplished with the aid of the *Unified Soil Classification System*. The driller's field reports are attached in **Appendix A**.

Subsurface Conditions

According to the *Soil Survey of Polk County, Florida* (USDA-NRCS) there are seven (7) available soil types for the property. Imperial has attached the USDA-NRCS soil survey in **Appendix B** for the explored locations. The reported soil types generally indicate a sandy soil layer to about 80 inches. One problematic soil type was reported consisting of mucky soils. We did encounter a shallow layer mucky soils at PB-3, PB-4, and PB-6 from land surface to about 4-6 inches. The available soil type details are as follows:



- *Samsula muck, frequently ponded, 0 to 1 percent slopes (soil number 13) - Consists of muck to 32 inches. Fine sands are located between 32-80 inches. This soil type has a parent material of sandy marine deposits. Historical seasonal high groundwater level is about 0 inches. Soils are very poorly drained.*
- *Smyrna and Myakka fine sands (soil number 17) - Consists of fine sands to 80 inches. This soil type has a parent material of sandy marine deposits. Historical seasonal high groundwater level is about 6 to 18 inches. Soils are poorly drained.*
- *Immokalee sand (soil number 21) - Consists of sands to 80 inches. This soil type has a parent material of sandy marine deposits. Historical seasonal high groundwater level is greater than 6 to 18 inches. Soils are poorly drained.*
- *Immokalee sand (soil number 22) - Consists of fine sands to 80 inches. This soil type has a parent material of sandy marine deposits. Historical seasonal high groundwater level is greater than 24 to 42 inches. Soils are moderately well drained.*
- *Placid and Myakka fine sands, depressionnal (soil number 25) - Consists of fine sands to 80 inches. This soil type has a parent material of sandy marine deposits. Historical seasonal high groundwater level is about 0 inches. Soils are very poorly drained.*
- *Adamsville fine sand, 0 to 2 percent slopes (soil number 31) - Consists of fine sands to 80 inches. This soil type has a parent material of sandy marine deposits. Historical seasonal high groundwater level is between 18 to 42 inches. Soils are somewhat poorly drained.*
- *Zolfo fine sand, 0 to 2 percent slopes (soil number 47) - Consists of fine sands to 80 inches. This soil type has a parent material of sandy marine deposits. Historical seasonal high groundwater level is between 18 to 42 inches. Soils are somewhat poorly drained.*

Concerning the roadway borings, generally sandy soils were reported to boring termination depth. The sandy soils were reported in the SP, SP/SM, and SM group indicating varying degrees of silt. Clayey sands reported as SC soils were reported in the lower formation at RB-2, RB-3, and RB-4. The SC soils were reported at depths beginning at 95 inches to 108 inches and continued to boring termination depth. Generally suitable soils were encountered below typical surface clearing depth.

Like the roadway borings, the stormwater pond borings also generally contained an upper sandy layer that extended to about 7.5 and deeper depending on boring location. The upper sandy layers were reported in the SP, SP/SM, and SM group. Most pond boring contained clayey sands (SC soils) intermixed in the lower formation beginning at 7.5 feet and deeper. Organic or unsuitable material consisting of muck soils was encountered at PB-3, PB-4, and PB-6 at land surface to about 4-6 inches and should be removed during the excavation of the retention ponds

As shown on the driller's field reports, the site is underlain by fine grain sands. The encountered soils in the SP, SP/SM, and SM group can be considered for use as structural backfill. Some of the reported SM soils will contain a higher degree of silt and retain moisture and may require additional drying and compaction efforts if used for structural backfill. Hard pan (SM soils) was encountered in the formation at approximately 104 inches bls at PB-2 and was reported with perched water conditions. The reported SC soils were encountered at an approximate depth of 7.5 feet and deeper depending on location. The SC soils should be considered semi confining.



Organic or unsuitable material consisting of muck soils was encountered at PB-3, PB-4, And PB-6 at land surface to about 4-6 inches and should be removed during the excavation of the retention ponds. A true confining layer, consisting of fatty clays, was not encountered to the boring termination depth.

Groundwater Conditions

The in-situ water table was reported in the retention pond areas between 12 inches and 70 inches. The resultant seasonal high-water tables were estimated at land surface to 28 inches below land surface for the pond boring locations. The in-situ water table was encountered between 24 inches and 74 inches depending on location for the roadway borings. The resultant seasonal high-water tables were for roadway borings RB-1, RB-6, RB-8, RB-10, RB-11, RB-12, and RB-13 were estimated between land surface 34 inches respectively. Perched water conditions were reported at PB-2, PB-4, RB-1, and RB-6 due to the underlying silty soils.

The site contains soil types with a seasonal high-water table at land surface to 42 inches as reported in the soil survey for the investigated areas. The current groundwater levels were reported between 12 inches and 74 inches during our drilling campaign. The soil conditions encountered on site generally correspond with the published document. The seasonal high-water tables were generally consistent with data reported in the soil survey for the available soil types. The groundwater elevation can and will fluctuate with changes caused by naturally occurring conditions.

PAVEMENT RECOMMENDATIONS

The roadway soil borings indicate the presence of sandy soils in the upper zone. The soils in the roadway should be compacted prior to construction of the proposed roadway. Imperial recommends that the roadway and curb areas be proof rolled prior to roadway construction. The roadway should then be watered, and proof rolled with a large vibratory roller with a minimum of 10,000 pounds vibratory capacity. A significant amount of water should be available due to the sandy soil conditions. Proof roll the roadway areas until the soil is compacted to 100 percent of a standard proctor (ASTM D698) to the depth of one foot below the proposed stabilized subgrade elevation. Verify proper soil compaction at a minimum of one test every 200 feet. Following compaction verification, the roadway can then be constructed as recommended.

Traffic type and frequency have not been provided for this site; however, it is anticipated to consist of lightly to medium loaded traffic. Standard pavement design can also be used at the site. For a pavement design life of 20 years, we recommend the following pavement section where an asphalt surface will be used. The proposed pavement design should be modified if high traffic loads are anticipated. Limerock should be used in areas where the separation of the seasonal high-water table and the bottom of the base is at least 2 feet or greater. Crushed Concrete having a minimum LBR of 150 and compacted to at least 98 percent FM5-515 (Structural Coefficient (0.18) (6 inches) = (1.08) should be used in areas where the seasonal high-water mark is less than 2 feet below bottom of the proposed base.



Villamar Phase 6, Cherry Blossom Lane and Cunningham Rd, Winter Haven, FL
 Soil Profile and Pavement Recommendations

General Roadway Areas Section Using Limerock and RCA Base and Stabilized Subgrade	Minimum Thickness (in)
Surface Course Asphalt Superpave Surface - Type SP-9.5 or 12.5 Fine, Traffic level "C". Structural Coefficient (0.44) (1.5 inches) = (0.66)	1.5
Base Course Limerock having a minimum LBR of 100 or Crushed Concrete having a minimum LBR 150 and compacted to at least 98 percent of FM5-515. Structural Coefficient (0.18) (6 inches) = (1.08)	6
Subgrade Stabilized* to a minimum LBR of 40 and compacted to at least 98 percent of FM5-515. Structural Coefficient (0.08) (12 inches) = (0.96)	12
Total Structural Coefficient = 2.70	

*Requires blending either clay, shell, or limerock (or equivalent) with in-place surficial sand. Typical composite samples of subgrade are comprised of 50% in-place sand and 50% imported stabilization material (clay, shell, limerock or equivalent).


We trust the information contained herein will fulfill your present requirements. However, should you need any additional information, or if we may be of any further assistance, please contact us. We sincerely appreciate this opportunity to be of service to you.

Respectfully submitted,

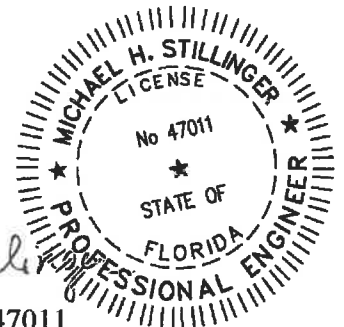
IMPERIAL TESTING and ENGINEERING, INC.



Rodney Carter
 Quality Control Supervisor



Michael Stillinger, P.E. #47011
 Vice President of Engineering



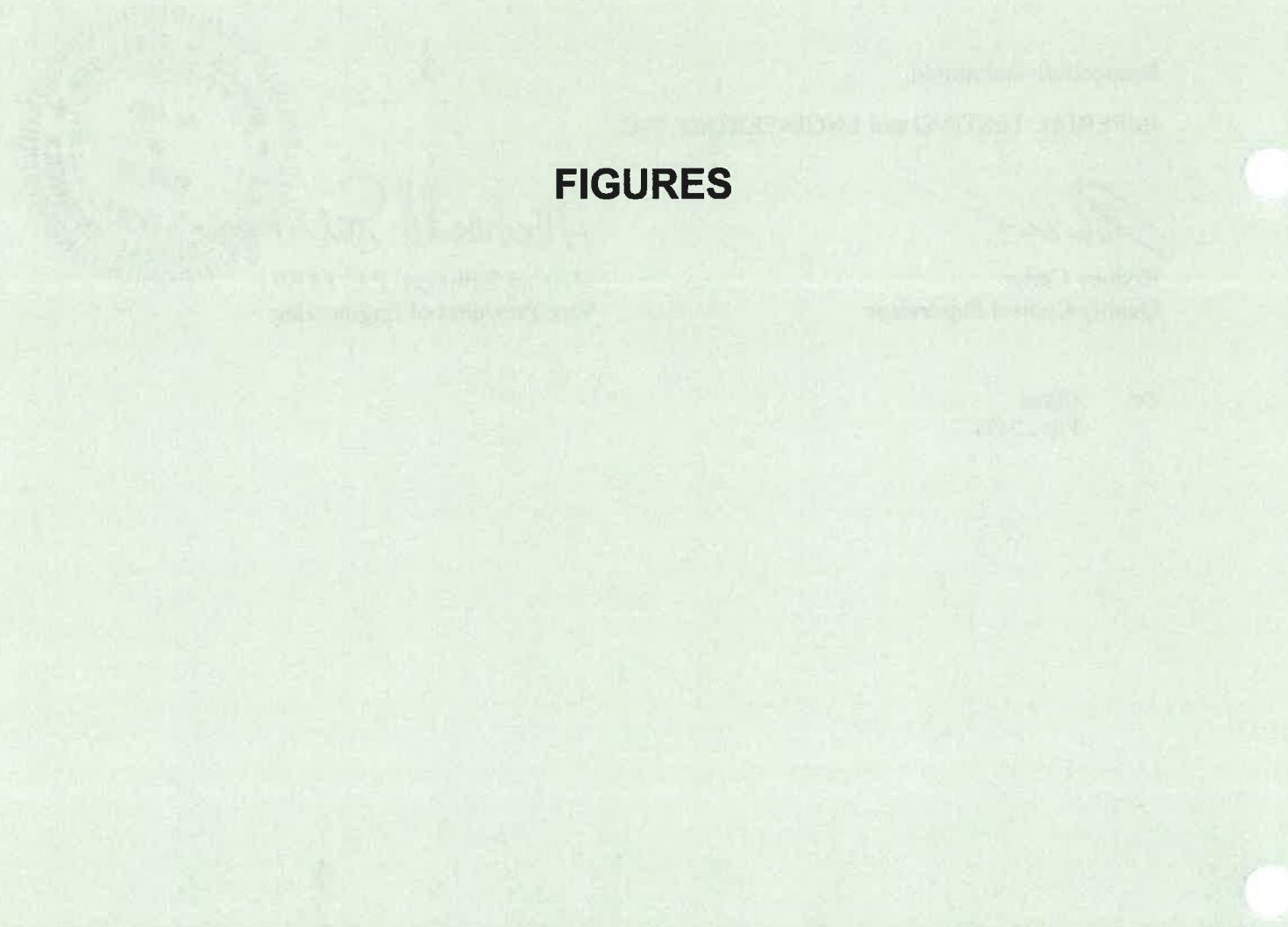
Cc: Client
 File 22434



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FIGURES





**IMPERIAL TESTING
and ENGINEERING, INC.**
3905 KIDRON ROAD LAKELAND FL 33811

VILLAMAR PHASE 6
CHERRY BLOSSOM LANE AND CUNNINGHAM ROAD
WINTER HAVEN, FLORIDA

DATE OF DRAWING 3-14-22
MICHAEL H STILWELL P.E. # 47011

SITE
LOCATION
MAP
PROJ. NO. 22434 FIGURE NO. 1

NOT TO SCALE



**IMPERIAL TESTING
and ENGINEERING, INC.**
3905 KIBRON ROAD LAKELAND FL 33811

VILLAMAR PHASE 6
CHERRY BLOSSOM LANE AND CUNNINGHAM ROAD
WINTER HAVEN, FLORIDA

DATE OF DRAWING 3-14-22
APPROVAL BY MICHAEL H. STILINGER P.E. # 47011

SITE MAP
WITH BORING LOCATIONS
PROJ. NO. 22434 FIGURE NO. 2





DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** PB - 1
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 10, 2022 **DATE COMPLETED:** February 10, 2022
HOLE LOCATION: Proposed pond location; East of proposed entrance road; South end of pond ;See location map
DRILLER(S): J. Moreno, T. McGhin, M. Hallman **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: 15" **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 4.3' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 20' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-9				Dark gray and light gray mixed fine sand	N	---	SP	D
HA	9-13				Brown, brownish gray and very light tan mottled fine sand	N	---	SP	D
HA	13-15				Brown and very light tan mottled fine sand	N	---	SP	D
HA	15-24				Brown, dark brown and light brown mottled slightly silty fine sand	N	---	SP/SM	D/M
HA	24-28				Orangish brown, very light brown and light brown mottled slightly silty fine sand	N	---	SP/SM	M
HA	28-55				Light brown and very light tan mottled slightly silty fine sand with iron staining	N	---	SP/SM	M/W/S
HA	55-60				Light brown and very light brown mottled silty fine sand	N	---	SM	S
DPT	60-73				Light brown and very light brown mottled silty fine sand	N	---	SM	S
DPT	73-106				Dark brown and brownish gray mottled silty fine sand	N	---	SM	S
DPT	106-135				Gray and grayish brown mottled clayey sand	L/M	---	SC	S
DPT	135-148				Dark brown silty fine sand	N	---	SM	S
DPT	148-180				Light brown and brownish gray mottled clayey sand	L/M	---	SC	S
DPT	180-240				Light gray and grayish brown mottled very silty to clayey	N/L	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated **Plasticity:** L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** PB - 2
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 10, 2022 **DATE COMPLETED:** February 10, 2022
HOLE LOCATION: Proposed pond location; East of center line; North of lots 159 and 160 ; See location map
DRILLER(S): J. Moreno, T. McGhin, M. Hallman **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: 28" **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA /2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 5.8' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 20' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (Inches)	Sample Recovery (Inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-5				Dark gray and light gray mixed fine sand	N	---	SP	D
HA	5-10				Gray and very light brown mottled fine sand	N	---	SP	D
HA	10-28				Light brownish gray and very light brown mottled fine sand	N	---	SP	D
HA	28-43				Very light tan and very light gray mottled slightly silty fine sand	N	---	SP/SM	D/M
HA	43-48				Brown and very light tan mottled slightly silty fine sand	N	---	SP/SM	M
HA	48-56				Brown, brownish gray and very light gray mottled slightly silty fine sand	N	---	SP/SM	M/W
HA	56-60				Dark brown, brownish gray and very light gray mottled silty fine sand	N	---	SM	W
DPT	60-104				Dark brown, brownish gray and very light gray mottled silty fine sand	N	---	SM	W/S
DPT	104-130				Dark brown, brown, and brownish gray mottled silty fine sand (Hardpan)	N	---	SM	D
DPT	130-178				Brown and brownish gray mottled clayey sand	L/M	---	SC	D
DPT	178-240				Brown slightly silty fine sand	N	---	SP/SM	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** PB - 4
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 11, 2022 **DATE COMPLETED:** February 11, 2022
HOLE LOCATION: Peoposed pond location; West of center line; West of lot 23 ;See location map
DRILLER(S): J. Moreno, T. McGhin, M. Hallman **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: L/S **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~2.1' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 20' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-5				Dark brown muck	N	<20	PT	M
HA	5-8				Dark brown and brownish gray mottled slightly silty fine sand	N	---	SP/SM	M/W
HA	8-10				Gray and light gray mottled slightly silty fine sand	N	---	SP/SM	W
HA	10-12				Brownish gray, dark brown, and brown mottled slightly silty fine sand	N	---	SP/SM	W
HA	12-19				Brownish gray, light brown, and brownmottled slightly silty fine sand	N	---	SP/SM	W
HA	19-35				Dark brown and brownish gray mottled slightly silty fine sand	N	---	SP/SM	W/S
HA	35-42				Dark brown silty fine sand	N	---	SM	S
HA	42-47				Brown silty fine sand	N	---	SM	S
HA	47-60				Orangish brown slightly silty fine sand	N	---	SP/SM	S
DPT	60-100				Orangish brown slightly silty fine sand	N	---	SP/SM	S
DPT	100-149				Brownish gray and brownish orange mottled silty fine sand	N	---	SM	D/W
DPT	149-190				Orangish brown silty fine sand	N	---	SM	S
DPT	190-240				Tan and light tan mottled silty fine sand	N	---	SM	S

Sample Type Codes: PH = Post Hole, HA = Hand Auger, SS = Split Spoon, ST = Shelby Tube, DPT = Direct Push Technology, SC = Sonic Core, DC = Drill Cuttings AF= Auger Flight
Moisture Content Codes: D = Dry, M = Moist, W = Wet, S = Saturated **Plasticity:** L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



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DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC PROJECT NUMBER: 22434 HOLE NUMBER: PB - 5
 PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
 DATE STARTED: February 12, 2022 DATE COMPLETED: February 12, 2022
 HOLE LOCATION: Proposed pond between lots 8 and 9 ;See location map
 DRILLER(S): G. McNutt, I.Popoca, T. Barnett LAND SURFACE TYPE: Grass
 ESTIMATED SHWM: 16" SLOPE OF LAND/ DEGREE: Flat
 SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
 GROUNDWATER DEPTH- IMMEDIATE: ~ 3.9' AFTER 24 HRS: _____
 BORING TERMINATION DEPTH: 20' ELEVATION DIFFERENCE (+/-): _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-7				Gray and light gray mottled fine sand	N	---	SP	D
HA	7-16				Light gray and light brown mottled fine sand	N	---	SP	D/M
HA	16-60				Light brown and very light brown slightly silty fine sand	N	---	SP/SM	M/S
DPT	60-134				Light brown and very light brown slightly silty fine sand	N	---	SP/SM	S
DPT	134-240				Tan clayey sand	N	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)

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DRILLERS FIELD REPORT

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CLIENT: Wood & Associates Engineering, LLC PROJECT NUMBER: 22434 HOLE NUMBER: PB - 6
 PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
 DATE STARTED: February 12, 2022 DATE COMPLETED: February 12, 2022
 HOLE LOCATION: Proposed pond south of lot 96 ;See location map
 DRILLER(S): G. McNutt, I.Popoca, T.Barnett LAND SURFACE TYPE: Grass
 ESTIMATED SHWM: L/S SLOPE OF LAND/ DEGREE: Flat
 SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT
 GROUNDWATER DEPTH- IMMEDIATE: ~ 2.25' AFTER 24 HRS: _____
 BORING TERMINATION DEPTH: 20' ELEVATION DIFFERENCE (+/-): _____

Sample Type	Sample Depth Interval (Inches)	Sample Recovery (Inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-4				Dark brown muck and very gray mixed slightly silty fine sand	N	<30	PT/SP/S M	M
HA	4-11				Dark gray and gray mottled fine sand with finger roots	N	<5	SP	M
HA	11-36				Gray and light gray mottled fine sand	N	---	SP	M/S
DPT	36-61				Gray and light gray mottled fine sand	N	---	SP	S
DPT	61-177				Light brown fine sand	N	---	SP	S
DPT	177-240				Brown clayey sand	L/M	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** PB - 7
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 12, 2022 **DATE COMPLETED:** February 12, 2022
HOLE LOCATION: Proposed pond east of lot 77 ;See location map
DRILLER(S): G.McNutt,I.Popoca,T.Barnett **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: 10" **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 3.2' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 20' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-10				Dark gray and gray mottled fine sand	N	---	SP	D
HA	10-14				Light gray and light brown mottled fine sand	N	---	SP	D/M
HA	14-20				Very dark brown slightly silty fine sand	N	---	SP/SM	M
HA	20-48				Dark brown and brown mottled slightly silty fine sand	N	---	SP/SM	M/S
DPT	48-61				Dark brown and brown mottled slightly silty fine sand	N	---	SP/SM	S
DPT	61-184				Brown fine sand	N	---	SP	S
DPT	184-240				Brown clayey sand	L/M	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** PB - 8
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 12, 2022 **DATE COMPLETED:** February 12, 2022
HOLE LOCATION: Proposed pond west of lot 59 ;See location map
DRILLER(S): G.McNutt, I.Popoca, T.Barnett **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: 5" **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 2.75' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 20' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/Organic %	USCS Symbol	Moisture Content
HA	0-5				Very dark gray and dark gray mottled fine sand	N	---	SP	D
HA	5-11				Dark gray and gray mottled fine sand	N	---	SP	D
HA	11-19				Light gray and gray mottled fine sand	N	---	SP	D/M
HA	19-31				Very dark brown silty fine sand	N	---	SM	M/W
HA	31-36				Dark gray and gray mottled fine sand	N	---	SP	W/S
HA	36-45				Gray and grayish brown mottled fine sand	N	---	SP	S
HA	45-60				Dark brown and brown mixed silty fine sand	N	---	SM	S
DPT	60-104				Dark brown and brown mixed silty fine sand	N	---	SM	S
DPT	104-240				Lt gray and light brownish gray mixed clayey sand	L/M	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated **Plasticity:** L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



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DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC PROJECT NUMBER: 22434 HOLE NUMBER: RB - 1
 PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
 DATE STARTED: February 10, 2022 DATE COMPLETED: February 10, 2022
 HOLE LOCATION: Proposed road location; East of centerline; Between lots 170 and 192; See location map
 DRILLER(S): J. Moreno, T. McGhin, M. Hallman LAND SURFACE TYPE: Grass
 ESTIMATED SHWM: 34" SLOPE OF LAND/ DEGREE: Flat
 SAMPLER DIAMETER AND TYPE: 3" HA
 GROUNDWATER DEPTH- IMMEDIATE: ~ 6.2' AFTER 24 HRS: _____
 BORING TERMINATION DEPTH: 10' ELEVATION DIFFERENCE (+/-): _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-4				Dark brown and light gray mixed fine sand	N	---	SP	D
HA	4-11				Brownish gray and light gray mottled fine sand	N	---	SP	D
HA	11-17				Grayish brown, light gray and dark gray mottled fine sand	N	---	SP	D
HA	17-23				Brown, light gray mottled fine sand	N	---	SP	D
HA	23-26				Brown, light brown and light gray mottled fine sand	N	---	SP	D
HA	26-34				Orangish brown, brown, and light brown mottled fine sand	N	---	SP	D/M
HA	34-38				Brown, light brown, brownish gray and very light gray mottled fine sand with iron staining	N	---	SP	M
HA	38-46				Tan and brown mottled fine sand	N	---	SP	M
HA	46-51				Tan , brown and light tan mottled fine sand	N	---	SP	M/W
HA	51-60				Light brown, brownish gray, and very light tan mottled fine sand	N	---	SP	W
DPT	60-72				Brown, brownish gray and light brown mottled slightly silty fine sand	N	---	SP/SM	W/S
DPT	72-107				Brown, brownish gray and light brown mottled slightly silty fine sand	N	---	SP/SM	S
DPT	107-120				Brown and gray mottled silty fine sand	N/L	---	SM	D

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** RB - 2
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 10, 2022 **DATE COMPLETED:** February 10, 2022
HOLE LOCATION: Proposed road location: East of centerline; Between lots 209 and 234; See location map
DRILLER(S): J. Moreno, T. McGhin, M. Hallman **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: _____ **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 5.6' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 10' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (Inches)	Sample Recovery (Inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-1			/	Dark gray and light brown mixed fine sand to a light gray and dark brown mottled fine sand	N	---	SP	D
HA	1-2			/	Brown, dark brown and very light grey mottled fine sand to a brown, brownish gray and light gray mottled fine sand	N	---	SP	D
HA	2-3			/	Tan, light tan and gray mottled slightly silty fine sand to a tan and very light tan fine sand	N	---	SP/SM-SP	D/M
HA	3-4			/	Tan and very light tan mottled fine sand	N	---	SP	M/W
HA	4-5				Brown and very light tan mottled fine sand	N	---	SP	W
DPT	60-75				Brown and very light tan mottled fine sand	N	---	SP	W/S
DPT	75-95				Dark brown and brown mottled dsilty fine sand	N	---	SM	S
DPT	95-120				Light gray and grayish brown mottled clayey sand	L/M	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** RB - 3
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 10, 2022 **DATE COMPLETED:** February 10, 2022
HOLE LOCATION: Proposed cunningham road extension; West of proposed pond; See location map
DRILLER(S): J. Moreno, T. McGhin, M. Hallman **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: _____ **SLOPE OF LAND/ DEGREE:** Varies
SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~5.1' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 10' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-1				Orangish brown, gray and tan mixed fine sand to a gray, brown and tan mottled fine sand	N	---	SP	D
HA	1-2				Gray and brown mottled fine sand to a gray, brown and light brown mottled fine sand	N	---	SP	D/M
HA	2-3				Gray, light gray and brown mottled fine sand	N	---	SP	M
HA	3-4				Brown and light brown mottled fine sand	N	---	SP	M/W
HA	4-5				Brown and light tan mottled fine sand	N	---	SP	W
DPT	60-72				Brown and light tan mottled fine sand	N	---	SP	W/S
DPT	72-108				Very dark brown slightly silty fine sand	N	---	SP/SM	S
DPT	108-120				Brown and brownish gray mottled cery silty to clayey fine sand	L/M	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



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DRILLERS FIELD REPORT

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CLIENT: Wood & Associates Engineering, LLC PROJECT NUMBER: 22434 HOLE NUMBER: RB - 4
 PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
 DATE STARTED: February 10, 2022 DATE COMPLETED: February 10, 2022
 HOLE LOCATION: Proposed road location; East of centerline; East of lot 130; See location map
 DRILLER(S): J.Moreno, T.McGhin,M.Hallman LAND SURFACE TYPE: Grass
 ESTIMATED SHWM: _____ SLOPE OF LAND/ DEGREE: Flat
 SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT
 GROUNDWATER DEPTH- IMMEDIATE: ~ 3.8' AFTER 24 HRS: _____
 BORING TERMINATION DEPTH: 10' ELEVATION DIFFERENCE (+/-): _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-1				Dark gray and light brown mottled fine sand to a brown and dark brown mottled silty fine sand	N	---	SP/SM-SM	D
HA	1-2				Brown and very light gray mottled slightly silty fine sand	N	---	SP/SM	D/M
HA	2-3				Brown, light gray and light brown mottled slightly silty fine sand	N	---	SP/SM	M/W
HA	3-4				Light brown and very light brown mottled slightly silty fine sand	N	---	SP/SM	W/S
HA	4-5				Light brownish gray slightly silty fine sand	N	---	SP/SM	S
DPT	60-70				Light brownish gray slightly silty fine sand	N	---	SP/SM	S
DPT	70-110				Dark brown and brown mottled silty fine sand	N	---	SM	S
DPT	110-120				Light brown and very light brownish gray mottled clayey sand	L/M	---	SC	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)

DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC PROJECT NUMBER: 22434 HOLE NUMBER: RB - 5

PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6

DATE STARTED: February 10, 2022 DATE COMPLETED: February 10, 2022

HOLE LOCATION: Proposed road location; East of centerline; South of lots 138 and 139; See location map

DRILLER(S): J. Moreno, T. McGhin, M. Hallman LAND SURFACE TYPE: Grass

ESTIMATED SHWM: _____ SLOPE OF LAND/ DEGREE: Varies

SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT

GROUNDWATER DEPTH- IMMEDIATE: ~ 5.3' AFTER 24 HRS: _____

BORING TERMINATION DEPTH: 10' ELEVATION DIFFERENCE (+/-): _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-1			/	Dark gray and light gray mixed fine sand to a grayish brown and light gray mottled fine sand	N	---	SP	D
HA	1-2			/	Dark brown and brown mottled slightly silty fine sand to a light brown and light gray mottled slightly silty fine sand	N	---	SP/SM	D/M
HA	2-3			/	Brownish gray and tan mottled slightly silty fine sand	N	---	SP/SM	M
HA	3-4			/	Brown and very light tan mottled slightly silty fine sand	N	---	SP/SM	M/W
HA	4-5				Brown and very light tan mottled slightly silty fine sand to a brownish gray, dark gray and gray mottled slightly silty fine sand	N	---	SP/SM	W
DPT	60-80				Brown and very light tan mottled slightly silty fine sand to a brownish gray, dark gray and gray mottled slightly silty fine sand	N	---	SP/SM	W/S
DPT	80-109				Dark brown and brownish gray mottled slightly silty fine sand	N	---	SP/SM	S
DPT	109-120				Brown and gray mottled silty fine sand	N	---	SM	D

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)

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DRILLERS FIELD REPORT

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CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** RB - 6
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 10, 2022 **DATE COMPLETED:** February 10, 2022
HOLE LOCATION: Proposed road location, NE to lot 8; See location map
DRILLER(S): J. Moreno, T. McGhin, M. Hallman **LAND SURFACE TYPE:** Soil / Grass
ESTIMATED SHWM: 18" **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 4' **AFTER 24 HRS:**
BORING TERMINATION DEPTH: 10' **ELEVATION DIFFERENCE (+/-):**

Sample Type	Sample Depth Interval (Inches)	Sample Recovery (Inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/Organic %	USCS Symbol	Moisture Content
HA	0-9				Gray and light gray mottled fine sand	N	---	SP	D
HA	9-18				Brownish gray and very light gray mottled fine sand	N	---	SP	D
HA	18-34				Brown, dark brown and very light tan mottled fine sand	N	---	SP	D/M
HA	34-50				Brown and very light gray mottled fine sand	N	---	SP	M/W/ S
HA	50-55				Brown, dark brown and very light brown mottled fine sand	N	---	SP	S
HA	55-60				Very dark brown silty fine sand	N	---	SM	S
DPT	60-105				very dark brown silty fine sand	N	---	SM	S
DPT	105-120				Brown silty fine sand	N	---	SM	M

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)

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DRILLERS FIELD REPORT

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CLIENT: Wood & Associates Engineering, LLC PROJECT NUMBER: 22434 HOLE NUMBER: RB - 8
 PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
 DATE STARTED: February 11, 2022 DATE COMPLETED: February 11, 2022
 HOLE LOCATION: Proposed road location; West of center line; Between lots 70 and 89; See location map
 DRILLER(S): J. Moreno, T. McGhin, M. Hallman LAND SURFACE TYPE: Grass
 ESTIMATED SHWM: 8" SLOPE OF LAND/ DEGREE: Varies
 SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
 GROUNDWATER DEPTH- IMMEDIATE: ~ 3.4' AFTER 24 HRS: _____
 BORING TERMINATION DEPTH: 10' ELEVATION DIFFERENCE (+/-): _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
	0-5				Dark gray and light grya mixed fine sand	N	---	SP	D
	5-8				Light gray, brown and brownish gray mottled fine sand	N	---	SP	D
	8-17				Very light tan, gray, brown and brownish gray mottled fine sand	N	---	SP	D/M
	17-49				Very light tan and brownish gray mottled fine sand	N	---	SP	M/W S
	49-60				Dark brown silty fine sand	N	---	SM	S
	60-93				Dark brown silty fine sand	N	---	SM	S
	93-120				Brown very silty fine sand	N/L	---	SM	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** RB - 9
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 11, 2022 **DATE COMPLETED:** February 11, 2022
HOLE LOCATION: Proposed road location; West of center line; Between lots 17 and 59 ;See location map
DRILLER(S): J. Moreno, T. McGhin, M. Hallman **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: _____ **SLOPE OF LAND/ DEGREE:** Varies
SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 4.75' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 10" **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/Organic %	USCS Symbol	Moisture Content
HA	0-1			/	Dark brown and very light gray mixed slightly silty fine sand to a dark brown, gray and light gray mottled slightly silty fine	N	---	SP/SM	D/M
HA	1-2			/	Grayish brown and light brown mottled slightly silty fine sand to a dark brown silty fine sand	N	---	SP/SM-SM	M
HA	2-3			/	Brownish gray and light gray mottled slightly silty fine sand to a dark brown slightly silty fine sand	N	---	SP/SM	M
HA	3-4			/	Brownish gray and light gray mottled slightly silty fine sand to a dark brown slightly silty fine sand with cemented sands	N	---	SP/SM	M/W
HA	4-5				Brown slightly silty fine sands with cemented sands	N	---	SP/SM	W/S
DPT	60-102				Brown slightly silty fine sands with cemented sands	N	---	SP/SM	S
DPT	102-120				Very dark brown and brown mottled silty fine sand	N	---	SM	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)

Imperial

Testing & Engineering, Inc.



3905 Kidron Road * Lakeland, FL 33811 * 863-647-2877 * Fax 863-647-1770

DRILLERS FIELD REPORT

Page 1 of 1

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** RB - 10
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 12, 2022 **DATE COMPLETED:** February 12, 2022
HOLE LOCATION: Proposed pavemnet between lots 21 and 163;See location map
DRILLER(S): G.McNutt, I.Popoca, T.Barnett **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: 7" **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 3.1' **AFTER 24 HRS:**
BORING TERMINATION DEPTH: 10' **ELEVATION DIFFERENCE (+/-):**

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-7				Gray and light gray mottled fine sand	N	---	SP	D
HA	7-52				Light brown and very light grayish brown mottled fine sand	N	---	SP	D/S
DPT	52-102				Light brown fine sand	N	---	SP	S
DPT	102-114				Dark borwn fine sand	N	---	SP	S
DPT	114-120				Light brown fine sand	N	---	SP	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** RB - 11
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 12, 2022 **DATE COMPLETED:** February 12, 2022
HOLE LOCATION: Proposed pavement between lots 105 and 126;See location map
DRILLER(S): G.McNutt, I.Popoca, T. Barnett **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: L/S **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
GROUNDWATER DEPTH- IMMEDIATE: -2.4' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 10' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-5				Dark gray and gray mottled fine sand	N	---	SP	M
HA	5-36				Light gray and light brown mottled fine sand	N	---	SP	M/S
DPT	36-55				Light brown fine sand	N	---	SP	S
DPT	55-120				Brown fine sand	N	---	SP	S

Sample Type Codes: PH = Post Hole, HA = Hand Auger, SS = Split Spoon, ST = Shelby Tube, DPT = Direct Push Technology, SC = Sonic Core, DC = Drill Cuttings AF= Auger Flight
Moisture Content Codes: D = Dry, M = Moist, W = Wet, S = Saturated **Plasticity:** L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC **PROJECT NUMBER:** 22434 **HOLE NUMBER:** RB - 12
PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
DATE STARTED: February 12, 2022 **DATE COMPLETED:** February 12, 2022
HOLE LOCATION: Proposed pavement boring south of lot 42 ;See location map
DRILLER(S): G. McNutt, I. Popoca, T. Barnett **LAND SURFACE TYPE:** Grass
ESTIMATED SHWM: 10" **SLOPE OF LAND/ DEGREE:** Flat
SAMPLER DIAMETER AND TYPE: 3" HA/2" DPT
GROUNDWATER DEPTH- IMMEDIATE: ~ 3.3' **AFTER 24 HRS:** _____
BORING TERMINATION DEPTH: 10' **ELEVATION DIFFERENCE (+/-):** _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCPT Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-7				Gray fine sand	N	---	SP	D
HA	7-10				Light gray fine sand	N	---	SP	D/M
HA	10-23				Light gray and light brown mottled fine sand	N	---	SP	M/W
HA	23-48				Very light gray fine sand	N	---	SP	W/S
DPT	48-57				Very light gray fine sand	N	---	SP	S
DPT	57-99				Light brown fine sand	N	---	SP	S
DPT	99-110				Dark brown fine sand	N	---	SP	S
DPT	110-120				Light Brown fine sand	N	---	SP	S

Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated **Plasticity:** L = Low M = Moderate H = High N = Non Plastic
Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)



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DRILLERS FIELD REPORT

CLIENT: Wood & Associates Engineering, LLC PROJECT NUMBER: 22434 HOLE NUMBER: RB - 13
 PROJECT LOCATION: Cherry Blossom Lane and Cunningham Rd -Villamar Phase 6
 DATE STARTED: February 12, 2022 DATE COMPLETED: February 12, 2022
 HOLE LOCATION: Proposed pavement boring between lots 60 and 78 ;See location map
 DRILLER(S): G. McNutt, I.Popcoa, T.Barnett LAND SURFACE TYPE: Grass
 ESTIMATED SHWM: 8" SLOPE OF LAND/ DEGREE: Flat
 SAMPLER DIAMETER AND TYPE: 3" HA/ 2" DPT
 GROUNDWATER DEPTH- IMMEDIATE: ~ 3.2' AFTER 24 HRS: _____
 BORING TERMINATION DEPTH: 10' ELEVATION DIFFERENCE (+/-): _____

Sample Type	Sample Depth Interval (inches)	Sample Recovery (inches)	SCP Readings (Dial Gauge)	"N" Value	Sample Description (inches and order of each material) (sand; clayey sand; sandy clay; clay)	Plasticity	Roots/ Organic %	USCS Symbol	Moisture Content
HA	0-8				Dark gray fine sand	N	---	SP	D
HA	8-14				Gray and light gray mottled fine sand	N	---	SP	D
HA	14-24				Very dark brown slightly silty fine sand	N	---	SP/SM	D/M
HA	24-60				Dark brown and brown mottled slightly silty fine sand	N	---	SP/SM	M/S
DPT	60-120				Dark brown and brown mottled slightly silty fine sand	N	---	SP/SM	M/S

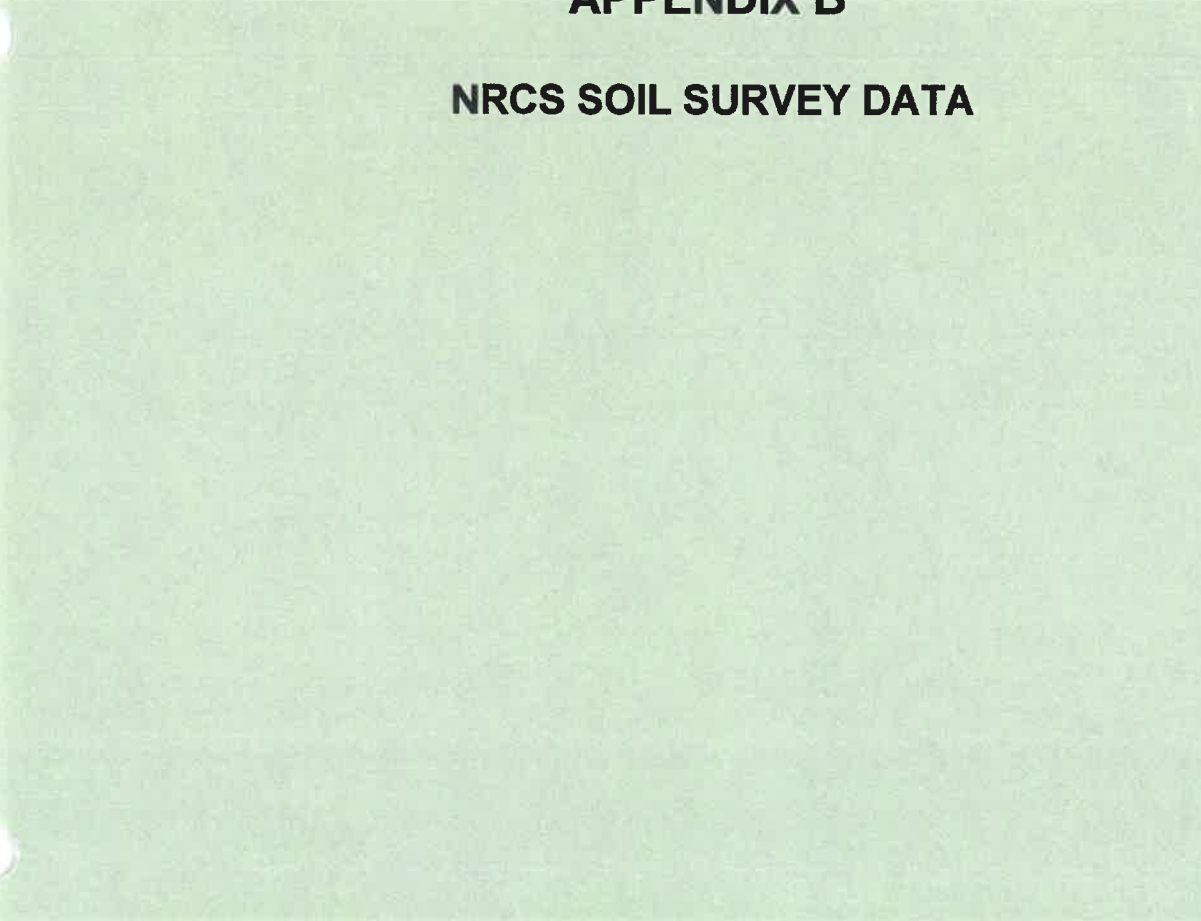
Sample Type Codes: PH = Post Hole; HA = Hand Auger; SS = Split Spoon; ST = Shelby Tube; DPT = Direct Push Technology; SC = Sonic Core; DC = Drill Cuttings AF= Auger Flight
 Moisture Content Codes: D = Dry; M = Moist; W = Wet; S = Saturated Plasticity: L = Low M = Moderate H = High N = Non Plastic
 Visual Unified Soil Class: (GW GP GC SW SP SM SC) (ML CL OL MH CH OH PT)

Custom Soil Resources
Report for
Rock County
Properties

Soil Survey
Data
Sheet

APPENDIX B

NRCS SOIL SURVEY DATA





United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Polk County, Florida



March 25, 2022

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

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scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

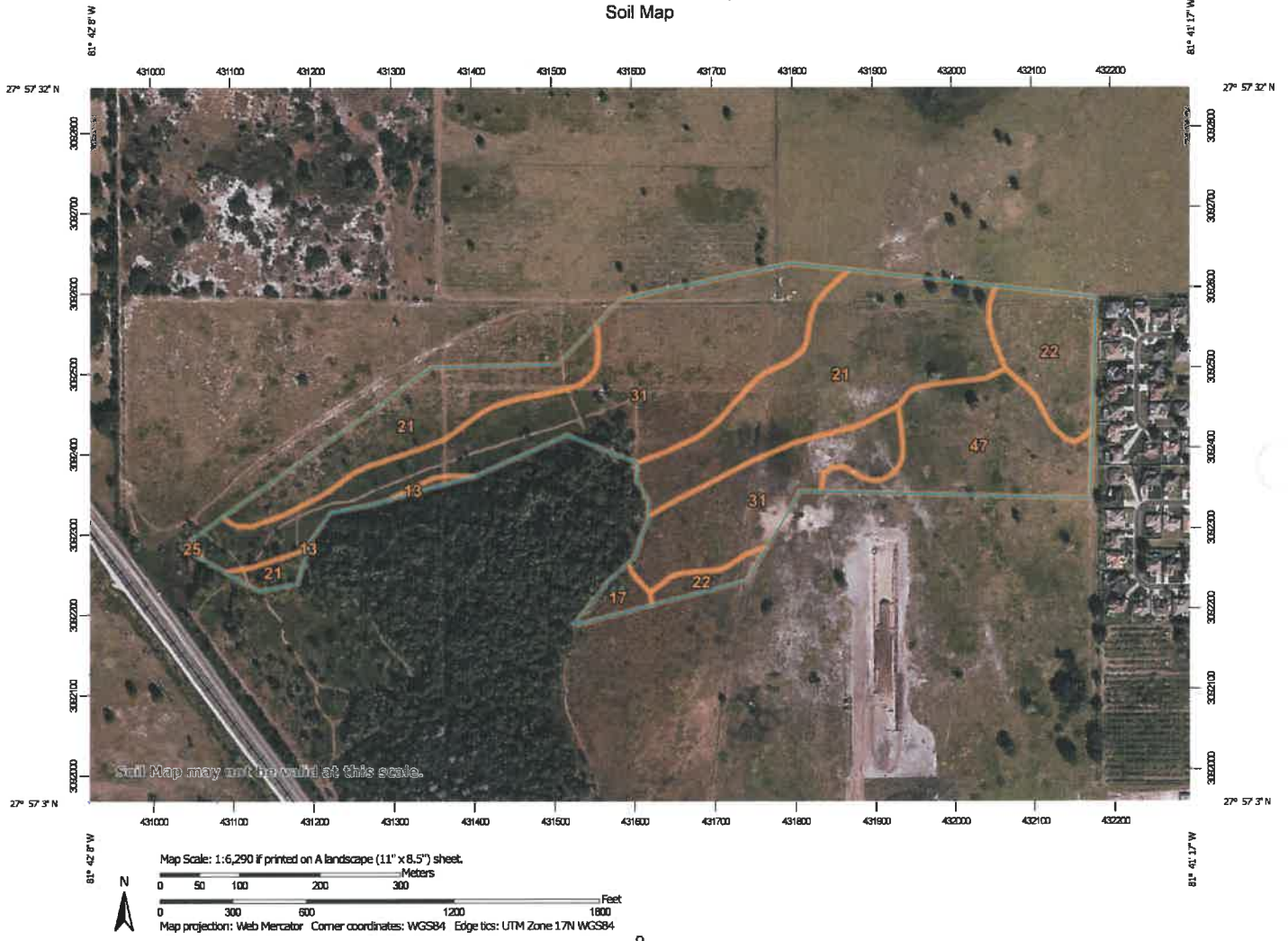
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identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map





































The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

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Soil Map



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MAP LEGEND

Area of Interest (AOI)			Spoil Area
	Area of Interest (AOI)		Stony Spot
Soils			Very Stony Spot
	Soil Map Unit Polygons		Wet Spot
	Soil Map Unit Lines		Other
	Soil Map Unit Points		Special Line Features
Special Point Features		Water Features	
	Blowout		Streams and Canals
	Borrow Pit	Transportation	
	Clay Spot		Rails
	Closed Depression		Interstate Highways
	Gravel Pit		US Routes
	Gravelly Spot		Major Roads
	Landfill		Local Roads
	Lava Flow	Background	
	Marsh or swamp		Aerial Photography
	Mine or Quarry		
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Polk County, Florida
 Survey Area Data: Version 19, Aug 27, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Nov 25, 2020—Jan 19, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
13	Samsula muck, frequently ponded, 0 to 1 percent slopes	0.2	0.3%
17	Smyrna and Myakka fine sands	0.8	1.3%
21	Immokalee sand	20.4	34.0%
22	Pomello fine sand	5.5	9.1%
25	Placid and Myakka fine sands, depressional	0.1	0.1%
31	Adamsville fine sand, 0 to 2 percent slopes	25.3	42.1%
47	Zolfo fine sand, 0 to 2 percent slopes	7.9	13.2%
Totals for Area of Interest		60.2	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it

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was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Polk County, Florida

13—Samsula muck, frequently ponded, 0 to 1 percent slopes

Map Unit Setting

National map unit symbol: 2tzw9
Elevation: 0 to 250 feet
Mean annual precipitation: 44 to 63 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 335 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Samsula and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Samsula

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Herbaceous organic material over sandy marine deposits

Typical profile

Oa1 - 0 to 24 inches: muck
Oa2 - 24 to 32 inches: muck
Cg1 - 32 to 35 inches: sand
Cg2 - 35 to 44 inches: sand
Cg3 - 44 to 80 inches: sand

Properties and qualities

Slope: 0 to 1 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: Negligible
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very high (about 13.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D
Forage suitability group: Organic soils in depressions and on flood plains (G155XB645FL)
Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL), Organic soils in depressions and on flood plains (G155XB645FL)

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Hydric soil rating: Yes

Minor Components

Myakka

Percent of map unit: 3 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL),
Sandy soils on stream terraces, flood plains, or in depressions
(G155XB145FL)

Hydric soil rating: Yes

Kaliga

Percent of map unit: 3 percent

Landform: Depressions on flatwoods on marine terraces

Landform position (three-dimensional): Tread, dip, talf

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL),
Organic soils in depressions and on flood plains (G155XB645FL)

Hydric soil rating: Yes

Basinger

Percent of map unit: 3 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands
(G155XB141FL)

Hydric soil rating: Yes

Anclote

Percent of map unit: 2 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave, convex

Across-slope shape: Concave, linear

Other vegetative classification: Sandy soils on stream terraces, flood plains, or in
depressions (G155XB145FL)

Hydric soil rating: Yes

Floridana

Percent of map unit: 2 percent

Landform: Depressions on marine terraces

Landform position (three-dimensional): Tread, dip

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Freshwater Marshes and Ponds (R155XY010FL),
Sandy over loamy soils on stream terraces, flood plains, or in depressions
(G155XB245FL)

Hydric soil rating: Yes

Sanibel

Percent of map unit: 2 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Tread, dip
Down-slope shape: Concave, linear
Across-slope shape: Concave
Other vegetative classification: Organic soils in depressions and on flood plains
(G155XB645FL)
Hydric soil rating: Yes

17—Smyrna and Myakka fine sands

Map Unit Setting

National map unit symbol: 1jtv1
Elevation: 20 to 260 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Smyrna, non-hydric, and similar soils: 41 percent
Myakka and similar soils: 39 percent
Smyrna, hydric, and similar soils: 15 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Smyrna, Non-hydric

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
E - 4 to 12 inches: fine sand
Bh - 12 to 25 inches: fine sand
E' - 25 to 42 inches: fine sand
B'h - 42 to 48 inches: fine sand
C - 48 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High

Custom Soil Resource Report

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G154XB141FL)

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: No

Description of Myakka

Setting

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: fine sand

E - 7 to 25 inches: fine sand

Bh - 25 to 36 inches: fine sand

C - 36 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent

Depth to restrictive feature: More than 80 inches

Drainage class: Poorly drained

Runoff class: High

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)

Depth to water table: About 6 to 18 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.6 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: A/D

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G154XB141FL)

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: No

Custom Soil Resource Report

Description of Smyrna, Hydric

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
E - 4 to 12 inches: fine sand
Bh - 12 to 25 inches: fine sand
E' - 25 to 42 inches: fine sand
B'h - 42 to 48 inches: fine sand
C - 48 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 5.95 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)
Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)
Hydric soil rating: Yes

Minor Components

Basinger

Percent of map unit: 2 percent
Landform: Drainageways on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Linear
Across-slope shape: Concave
Other vegetative classification: Slough (R154XY011FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)
Hydric soil rating: Yes

Pomona, non-hydric

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces

Custom Soil Resource Report

Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)
Hydric soil rating: No

Immokalee, non-hydric

Percent of map unit: 1 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)
Hydric soil rating: No

Ona, non-hydric

Percent of map unit: 1 percent
Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)
Hydric soil rating: No

21—Immokalee sand

Map Unit Setting

National map unit symbol: 1jtv4
Elevation: 50 to 260 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Immokalee, non-hydric, and similar soils: 75 percent
Immokalee, hydric, and similar soils: 10 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Immokalee, Non-hydric

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf

Custom Soil Resource Report

Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: sand
E - 7 to 39 inches: sand
Bh - 39 to 58 inches: sand
E' - 58 to 66 inches: sand
B'h - 66 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D
Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G154XB141FL)
Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G154XB141FL)
Hydric soil rating: No

Description of Immokalee, Hydric

Setting

Landform: Flats on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Concave
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 7 inches: sand
E - 7 to 39 inches: sand
Bh - 39 to 58 inches: sand
E' - 58 to 66 inches: sand
B'h - 66 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Poorly drained
Runoff class: High

Custom Soil Resource Report

Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)

Depth to water table: About 0 to 12 inches

Frequency of flooding: None

Frequency of ponding: None

Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)

Sodium adsorption ratio, maximum: 4.0

Available water supply, 0 to 60 inches: Low (about 5.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified

Land capability classification (nonirrigated): 4w

Hydrologic Soil Group: B/D

Forage suitability group: Sandy soils on flats of mesic or hydric lowlands
(G154XB141FL)

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: Yes

Minor Components

Smyrna, non-hydric

Percent of map unit: 5 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: No

Myakka

Percent of map unit: 5 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy
soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: No

Basinger

Percent of map unit: 5 percent

Landform: Drainageways on marine terraces

Landform position (three-dimensional): Dip

Down-slope shape: Linear

Across-slope shape: Concave

Other vegetative classification: Slough (R154XY011FL), Sandy soils on flats of
mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: Yes

22—Pomello fine sand

Map Unit Setting

National map unit symbol: 1jtv5
Elevation: 10 to 260 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Pomello and similar soils: 80 percent
Minor components: 20 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pomello

Setting

Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (three-dimensional): Interfluve, rise
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 5 inches: fine sand
E - 5 to 48 inches: fine sand
Bh - 48 to 63 inches: fine sand
BC - 63 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Moderately well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: About 24 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6s
Hydrologic Soil Group: A

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Forage suitability group: Sandy soils on rises and knolls of mesic uplands (G154XB131FL)

Other vegetative classification: Sand Pine Scrub (R154XY001FL), Sandy soils on rises and knolls of mesic uplands (G154XB131FL)

Hydric soil rating: No

Minor Components

Satellite

Percent of map unit: 5 percent

Landform: Knolls on marine terraces, ridges on marine terraces

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sand Pine Scrub (R154XY001FL), Sandy soils on rises and knolls of mesic uplands (G154XB131FL)

Hydric soil rating: No

Archbold

Percent of map unit: 5 percent

Landform: Knolls on marine terraces, ridges on marine terraces

Landform position (three-dimensional): Interfluve

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sand Pine Scrub (R154XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G154XB121FL)

Hydric soil rating: No

Duette

Percent of map unit: 5 percent

Landform: Rises on marine terraces

Landform position (three-dimensional): Interfluve, rise

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sand Pine Scrub (R154XY001FL), Sand Pine Scrub (R154XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G154XB121FL)

Hydric soil rating: No

Immokalee, non-hydric

Percent of map unit: 5 percent

Landform: Flatwoods on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: No

25—Placid and Myakka fine sands, depressional

Map Unit Setting

National map unit symbol: 1jtv8
Elevation: 20 to 250 feet
Mean annual precipitation: 46 to 54 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Famland classification: Not prime farmland

Map Unit Composition

Placid, depressional, and similar soils: 60 percent
Myakka, depressional, and similar soils: 30 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Placid, Depressional

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Sandy marine deposits

Typical profile

A - 0 to 18 inches: fine sand
Cg - 18 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Moderate (about 6.2 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on stream terraces, flood plains, or in depressions (G154XB145FL)

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Other vegetative classification: Freshwater Marshes and Ponds (R154XY010FL),
Sandy soils on stream terraces, flood plains, or in depressions
(G154XB145FL)
Hydric soil rating: Yes

Description of Myakka, Depressional

Setting

Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Parent material: Sandy marine deposits

Typical profile

A - 0 to 3 inches: fine sand
E - 3 to 25 inches: fine sand
Bh - 25 to 35 inches: fine sand
Cg - 35 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Very poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 5.95 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: None
Frequency of ponding: Frequent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 5.5 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on stream terraces, flood plains, or in
depressions (G154XB145FL)
Other vegetative classification: Freshwater Marshes and Ponds (R154XY010FL),
Sandy soils on stream terraces, flood plains, or in depressions
(G154XB145FL)
Hydric soil rating: Yes

Minor Components

Basinger, depressional

Percent of map unit: 3 percent
Landform: Depressions on marine terraces
Landform position (three-dimensional): Dip
Down-slope shape: Concave
Across-slope shape: Concave
Other vegetative classification: Freshwater Marshes and Ponds (R154XY010FL),
Sandy soils on stream terraces, flood plains, or in depressions
(G154XB145FL)
Hydric soil rating: Yes

Custom Soil Resource Report

Ona, hydric

Percent of map unit: 3 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: Yes

St. Johns, hydric

Percent of map unit: 2 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: Cutthroat Seeps (R154XY007FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: Yes

Pomona, hydric

Percent of map unit: 2 percent

Landform: Flats on marine terraces

Landform position (three-dimensional): Talf

Down-slope shape: Linear

Across-slope shape: Linear

Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on flats of mesic or hydric lowlands (G154XB141FL)

Hydric soil rating: Yes

31—Adamsville fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2r8h8

Elevation: 10 to 100 feet

Mean annual precipitation: 47 to 56 inches

Mean annual air temperature: 68 to 75 degrees F

Frost-free period: 290 to 365 days

Farmland classification: Farmland of unique importance

Map Unit Composition

Adamsville and similar soils: 95 percent

Minor components: 5 percent

Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Adamsville

Setting

Landform: Flats on marine terraces, rises on marine terraces

Custom Soil Resource Report

Landform position (two-dimensional): Summit
Landform position (three-dimensional): Interfluve, talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

Ap - 0 to 7 inches: fine sand
C1 - 7 to 20 inches: fine sand
C2 - 20 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (5.95 to 19.98 in/hr)
Depth to water table: About 18 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Very low (about 3.0 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: A/D
Forage suitability group: Sandy soils on rises and knolls of mesic uplands (G155XB131FL), Sandy soils on rises and knolls of mesic uplands (G154XB131FL)
Other vegetative classification: South Florida Flatwoods (R154XY003FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL), Upland Hardwood Hammock (R155XY008FL), Sandy soils on rises and knolls of mesic uplands (G154XB131FL)
Hydric soil rating: No

Minor Components

Myakka

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Tread, talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: No

Basinger

Percent of map unit: 2 percent
Landform: Drainageways
Landform position (three-dimensional): Dip, talf
Down-slope shape: Concave, linear
Across-slope shape: Concave, convex

Custom Soil Resource Report

Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)
Hydric soil rating: Yes

47—Zolfo fine sand, 0 to 2 percent slopes

Map Unit Setting

National map unit symbol: 2w0q1
Elevation: 30 to 160 feet
Mean annual precipitation: 44 to 56 inches
Mean annual air temperature: 68 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Farmland of unique importance

Map Unit Composition

Zolfo and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Zolfo

Setting

Landform: Flatwoods on marine terraces, rises on marine terraces
Landform position (two-dimensional): Summit
Landform position (three-dimensional): Tread, rise
Down-slope shape: Linear, convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 5 inches: fine sand
E - 5 to 59 inches: fine sand
Bh - 59 to 80 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat poorly drained
Runoff class: Very low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.60 to 2.00 in/hr)
Depth to water table: About 18 to 42 inches
Frequency of flooding: None
Frequency of ponding: None
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum: 4.0
Available water supply, 0 to 60 inches: Low (about 4.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w

Custom Soil Resource Report

Hydrologic Soil Group: A

Forage suitability group: Sandy soils on rises and knolls of mesic uplands (G155XB131FL)

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on rises and knolls of mesic uplands (G155XB131FL)

Hydric soil rating: No

Minor Components

Myakka

Percent of map unit: 5 percent

Landform: Drainageways on flatwoods on marine terraces

Landform position (three-dimensional): Tread, dip, talf

Down-slope shape: Linear

Across-slope shape: Concave, linear

Other vegetative classification: South Florida Flatwoods (R155XY003FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: No

Millhopper

Percent of map unit: 4 percent

Landform: Flatwoods on marine terraces, rises on marine terraces

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Tread, talf, rise

Down-slope shape: Convex

Across-slope shape: Linear

Other vegetative classification: Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)

Hydric soil rating: No

Tavares

Percent of map unit: 4 percent

Landform: Knolls on marine terraces, flatwoods on marine terraces, rises on marine terraces

Landform position (two-dimensional): Summit

Landform position (three-dimensional): Interfluve, side slope, tread, rise

Down-slope shape: Linear, convex

Across-slope shape: Convex, linear

Other vegetative classification: Longleaf Pine-Turkey Oak Hills (R155XY002FL), Sand Pine Scrub (R155XY001FL), Sandy soils on rises, knolls, and ridges of mesic uplands (G155XB121FL)

Hydric soil rating: No

Malabar

Percent of map unit: 2 percent

Landform: — error in exists on —

Landform position (three-dimensional): Tread, dip, talf

Down-slope shape: Concave, linear

Across-slope shape: Concave, linear

Other vegetative classification: Slough (R155XY011FL), Sandy soils on flats of mesic or hydric lowlands (G155XB141FL)

Hydric soil rating: Yes

Custom Soil Resource Report

References

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Custom Soil Resource Report

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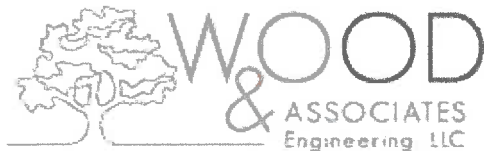
7.01 A. 9. c. BID ADDENDUMS

From: [Nicki Rowan](#)
To: [Wood Civil Bids](#)
Bcc: [James Maxwell](#); [Angela Rosario](#); ["agalloway@ripatampa.com"](#); [BCarpenter@briarteam.com](#); ["Bing@thekearneycompanies.com"](#); [Blair Johnson](#); [Brendan Barnes](#); [CBarton@lcobbconstruction.com](#); [Chris Farris](#); [David Compton](#); [David.Rey@jr-davis.com](#); [ddebeck@crossroadsconstruction.net](#); [E & L Construction Group](#); [Frank Hansen](#); [Harry Southwell](#); [Hughes Brothers Contracting](#); [Jeff Taylor](#); [Jeff.Lyle@jr-davis.com](#); ["jimjr@jelsite.com"](#); [JMHC, Inc bids](#); [John Cathcart](#); [Jose Maldonado](#); [Jr. Davis Estimating](#); ["jsmith@ripatampa.com"](#); [Justin.Martin@jr-davis.com](#); [Kyle Allen](#); [Kyle Cobb](#); [L. Cobb Construction, Inc.](#); [Leonardo Antunes](#); [Linda Moore](#); [lori@wallergroup.com](#); [Mark Greif](#); [Micah Turek](#); [Michael Blomeley](#); [Michelle Furey](#); [Mike.LaVallee@jr-davis.com](#); [nbridges@thekearneycompanies.com](#); [Pamela Lynch](#); [PANDJ](#); [Patricia Price](#); ["pwax@thekearneycompanies.com"](#); [Rich@killebrewinc.net](#); [Richard Fiegel](#); [Rick Allen](#); ["rick@tuckerpaving.com"](#); [Scooter Hampton](#); ["Seeger@thekearneycompanies.com"](#); [Shaye Kent](#); [Sheldon McVay](#); [Ten Brink Underground Inc.](#); [Todd Castleberry](#); [Tyson.Snyder@jr-davis.com](#); [Wrights Inc.](#)
Subject: Villamar Ph 6 - RFP Addendum #1
Date: Thursday, October 20, 2022 1:03:00 PM

To All:
THE DUE DATE FOR VILLAMAR PH 6 HAS BEEN EXTENDED UNTIL WEDNESDAY, NOVEMBER 9, 2022.

Sealed proposals must be received no later than **12:00 PM EST, Wednesday, November 9, 2022** at the office of the Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, FL 33801. Proposals will be opened at a public meeting to be held at **12:00 PM EST, Wednesday, November 9, 2022** at the offices of Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, FL 33801.

*Thank You,
Nicki Rowan*



1925 Bartow Road, Suite 100 " Lakeland, FL 33801
OFFICE: (863) 940-2040 " FAX: (863) 940-2044
EMAIL: nrowan@woodcivil.com

ADDENDUM #2
(SENT VIA EMAIL 11-7-22)
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION SERVICES FOR MASTER PROJECT IMPROVEMENTS
(PHASE 6)

Bidder,

The following additional information is issued as Addendum #2:

1. **The bid due date is extended to Friday, November 18, 2022 at 12:00 PM EST.**
2. **Two separate bids are requested:**
 - a. **(1) A bid for the complete Phase 6 – 396 Lots**
 - b. **(2) A bid for Phase 6 minus the area identified as Phase 6C – 275 lots**
3. **The Lift Station pumps were revised – See Sheets 15.8 & 15.9**
4. **Include the construction of offsite manhole SS-60**
5. **The fire hydrant position has been clarified, please refer to the detail on Sheet 12.0.**
6. **Minor adjustments to storm inverts impacting B-2, B-3, B-9, B-9.1, B-14, OFS-D**

ADDENDUM #3
(SENT VIA EMAIL 11-14-22)
VILLAMAR COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION SERVICES FOR MASTER PROJECT IMPROVEMENTS
(PHASE 6)

Bidder,

The following additional information is issued as Addendum #3:

THE BID DUE DATE IS EXTENDED TO TUESDAY, NOVEMBER 29, 2022 AT 12:00 PM EST.

Link to Bid Documents:

<https://woodcivil.sharepoint.com/:f/g/EjDZq9aiKohFp5fZ03sfpS8Blp3UrUEEO5RptQ7jtNnWDg>

The following bid questions / clarifications are provided:

1. Just to be clear, the CDD needs an alternative bid that excludes the area identified as Phase 6C. The alternative bid should exclude any clearing or grading costs within the Phase 6C area. The CDD is not asking for a separate bid for the Phase 6C area.
2. We have provided separate schedule of value forms for the two bids required (Section II.K. of the Project Manual). They have been uploaded to the SharePoint folder, see link.
3. The updated CAD files have been uploaded, see link.
4. Building pads shall be graded 8-inches below the finished floor elevation (FFE) depicted on the plans.
5. Building pads shall be exactly 40' x 70' for 50' wide lots and setback 20' from the ROW line.
6. Building pads shall be exactly 30' x 70' for 40' wide lots and setback 20' from the ROW line.
7. We will be providing a separate CAD file with the building pad locations in a future Addendum.
8. There is a stockpile onsite, but quantity is unknown. Please bid the project and include the required import quantity based on the existing topo provided in the survey/CAD files. Once a contractor is selected the CDD will coordinate with the contractor to estimate the stockpile and offset the import quantity required.
9. Assume import shall come from an offsite pit or borrow location of contractor's choice.
10. Contractor shall include costs for construction materials testing (CMT) / geotechnical testing of installed materials.
11. Bids shall be submitted on the included Schedule of Values forms.

12. The are previously identified as Phase 6A with a red line shall be included in the bid. The line and phase information between these areas has been removed.
13. As-built drawings are required to be provided by a licensed survey firm in the state of Florida and the firm shall be a separate entity hired by the contractor to provided certified as-built surveys.

From: [John Bannon](#)
Cc: [Wood Civil Bids](#)
Subject: Villamar Ph 6 - RFP Addendum #4
Date: Monday, November 21, 2022 11:45:18 AM
Attachments: [Villamar Phase 6 - Bldg Pads \(DWG\).dwg](#)

To All Bidders:

This email will serve as Addendum #4 to the Request for Proposal (RFP) for Villamar Phase 6.

Attached is a CAD file with building pad locations. Please reference this drawing into the XREF_BASE at 0,0,0 for building pad locations.

Thanks,

John R. Bannon, P.E.



1925 Bartow Road, Suite 100 " Lakeland, FL 33801
OFFICE: (863) 940-2040 " FAX: (863) 940-2044
MOBILE: (863) 207-5155
EMAIL: john@woodcivil.com

From: [John Bannon](#)
Cc: [Wood Civil Bids](#)
Subject: Villamar Ph 6 - RFP Addendum #5
Date: Monday, November 28, 2022 11:28:08 AM

To All Bidders:

This Email shall serve as Bid Addendum #5

THE DUE DATE FOR VILLAMAR PH 6 BID HAS BEEN EXTENDED UNTIL 4:00 PM EST, Wednesday, NOVEMBER 30, 2022.

Sealed proposals must be received no later than **4:00 PM EST, Wednesday, November 30, 2022** at the office of the Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, FL 33801. Proposals will be opened at a public meeting to be held at **4:00 PM EST, Wednesday, November 30, 2022** at the offices of Wood & Associates Engineering, LLC, 1925 Bartow Road, Lakeland, FL 33801.

Please let us know if you have any questions.

Thanks,

John R. Bannon, P.E.



1925 Bartow Road, Suite 100 " Lakeland, FL 33801
OFFICE: (863) 940-2040 " FAX: (863) 940-2044
MOBILE: (863) 207-5155
EMAIL: john@woodcivil.com

7.01 A. 9. d. FINAL SCHEDULE OF VALUES

VILLAMAR PHASE 6 - 396 LOTS
Section II.K.(1) - SUMMARY OF COST AND SCHEDULE

Description	Bid Qty.	UM	Unit Cost	Total Cost
GENERAL CONDITIONS				
NPDES COMPLIANCE	1	LS	\$ 9,739.74	\$ 9,739.74
MOBILIZATION	1	LS	\$ 128,765.80	\$ 128,765.80
PAYMENT & PERFORMANCE BOND	1	LS	\$ 123,254.04	\$ 123,254.04
MAINTENANCE OF TRAFFIC	1	LS	\$ 1,857.04	\$ 1,857.04
CONSTRUCTION ENTRANCE	1	EA	\$ 1,947.95	\$ 1,947.95
SILT FENCE	17530	LF	\$ 1.30	\$ 22,789.00
5' WIDTH / 4" CONCRETE SIDEWALK	4451	LF	\$ 29.22	\$ 130,058.22
ADA CURB RAMP	18	EA	\$ 1,233.70	\$ 22,206.60
CONSTRUCTION LAYOUT	1	LS	\$ 108,422.86	\$ 108,422.86
CONSTRUCTION AS-BUILTS	1	LS	\$ 85,430.56	\$ 85,430.56
GEOTECH (CMT)	1	LS	\$ 84,313.74	\$ 84,313.74
SUBTOTAL				\$ 718,785.55
EARTHWORK				
CLEAR & GRUB	1	LS	\$ 249,259.60	\$ 249,259.60
DISC SITE	1	LS	\$ 14,544.68	\$ 14,544.68
EXCAVATION & GRADING	1	LS	\$ 691,580.14	\$ 691,580.14
IMPORT FILL	0	CY	\$ -	\$ -
SOD (BAHIA - 2' B.O.C.)	12180	SY	\$ 3.04	\$ 37,027.20
SOD (BAHIA - POND SLOPES & SWALES)	47800	SY	\$ 3.04	\$ 145,312.00
SOD (MISC)	35543	SY	\$ 3.04	\$ 108,050.72
SEED & MULCH (POND BOTTOMS)	16744	SY	\$ 0.47	\$ 7,869.68
SEED & MULCH (ROW)	10932	SY	\$ 0.47	\$ 5,138.04
SEED & MULCH (LOTS)	216870	SY	\$ 0.47	\$ 101,928.90
FINAL GRADING	1	LS	\$ 49,194.03	\$ 49,194.03
SUBTOTAL				\$ 1,409,904.99
PAVING				
SAW CUT & MATCH EXISTING PAVEMENT	1	LS	\$ 1,090.85	\$ 1,090.85
1.25" TYPE SP-9.5 TL-C ASPHALT	26138	SY	\$ 13.64	\$ 356,522.32
1.50" TYPE SP-9.5 TL-C ASPHALT	2915	SY	\$ 16.18	\$ 47,164.70
6" CRUSHED CONCRETE (LBR 150)	28038	SY	\$ 13.34	\$ 374,026.92
8" CRUSHED CONCRETE (LBR 150)	2915	SY	\$ 17.79	\$ 51,857.85
12" STABILIZED SUBGRADE (LBR 40)	39179	SY	\$ 5.83	\$ 228,413.57
TYPE F CURB	2532	LF	\$ 27.92	\$ 70,693.44
TYPE D CURB	216	LF	\$ 26.62	\$ 5,749.92
MIAMI CURB	21609	LF	\$ 19.16	\$ 414,028.44
FDOT VALLEY GUTTER	68	LF	\$ 32.47	\$ 2,207.96
SIGNAGE AND STRIPING	1	LS	\$ 36,032.91	\$ 36,032.91
SUBTOTAL				\$ 1,587,788.88

STORM SEWER

18" RCP	2574	LF	\$	80.02	\$	205,971.48
24" RCP	553	LF	\$	108.97	\$	60,260.41
30" RCP	885	LF	\$	152.47	\$	134,935.95
36" RCP	209	LF	\$	198.43	\$	41,471.87
48" RCP		LF			\$	-
54" RCP	1081	LF	\$	414.58	\$	448,160.98
TYPE V CURB INLET	57	EA	\$	7,971.54	\$	454,377.78
TYPE P STORM MANHOLE	5	EA	\$	7,908.10	\$	39,540.50
TYPE C INLET	21	EA	\$	3,970.72	\$	83,385.12
CONTROL STRUCTURE - WEIR (OFS-A)	1	EA	\$	56,822.28	\$	56,822.28
CONTROL STRUCTURE - WEIR (OFS-B)	1	EA	\$	59,320.52	\$	59,320.52
CONTROL STRUCTURE - WEIR (OFS-C)	1	EA	\$	56,718.07	\$	56,718.07
CONTROL STRUCTURE - INLET (OFS-D)	1	EA	\$	14,082.75	\$	14,082.75
CONTROL STRUCTURE - INLET (OFS-E)	1	EA	\$	10,553.33	\$	10,553.33
18" MES - RCP	8	EA	\$	1,915.13	\$	15,321.04
24" MES		EA	\$	-	\$	-
30" MES - RCP	3	EA	\$	4,134.91	\$	12,404.73
36" MES - RCP	3	EA	\$	5,239.59	\$	15,718.77
48" MES		EA	\$	-	\$	-
54" MES - RCP	1	EA	\$	14,495.31	\$	14,495.31
MITER END (5' X 10' CONCRETE RUBBLE)	18	EA	\$	677.60	\$	12,196.80
24" ADS STORM PIPE	1328	LF	\$	86.77	\$	115,230.56
30" ADS STORM PIPE	521	LF	\$	120.66	\$	62,863.86
36" ADS STORM PIPE	1001	LF	\$	130.49	\$	130,620.49
42" ADS STORM PIPE	162	LF	\$	159.51	\$	25,840.62
24" MES - ADS	1	EA	\$	1,112.67	\$	1,112.67
36" MES - ADS	1	EA	\$	1,112.67	\$	1,112.67
42" MES - ADS	1	EA	\$	3,015.07	\$	3,015.07
CLEAN & VIDEO PROPOSED STORM PIPE	1	LS	\$	32,477.89	\$	32,477.89
DEWATER PROPOSED STORM PIPE	1	LS	\$	133,024.00	\$	133,024.00
SUBTOTAL					\$	2,241,035.52

SANITARY SEWER

CONNECT TO EXISTING MANHOLE		EA	\$	-	\$	-
8" PVC SDR-26	11319	LF	\$	38.16	\$	431,933.04
SANITARY MANHOLE (0-6')	7	EA	\$	5,675.62	\$	39,729.34
SANITARY MANHOLE (6-8')	8	EA	\$	6,506.85	\$	52,054.80
SANITARY MANHOLE (8-10')	8	EA	\$	7,507.03	\$	60,056.24
SANITARY MANHOLE (10-12')	7	EA	\$	8,480.61	\$	59,364.27
SANITARY MANHOLE (12-14')	5	EA	\$	9,195.81	\$	45,979.05
SANITARY MANHOLE (14-16')	2	EA	\$	9,865.09	\$	19,730.18
SANITARY MANOLE (> 16')		EA	\$	-	\$	-
SINGLE SERVICE CONNECTION	39	EA	\$	944.51	\$	36,835.89
DOUBLE SERVICE CONNECTION	173	EA	\$	1,653.83	\$	286,112.59
LIFT STATION	1	LS	\$	594,226.11	\$	594,226.11
6" PVC DR-25 FORCE MAIN	931	LF	\$	35.70	\$	33,236.70
16" X 6" WET TAP & VALVE	1	EA	\$	5,531.07	\$	5,531.07
6" CHECK VALVE & CONC VAULT	1	EA	\$	10,507.12	\$	10,507.12
TV & AIR TESTING - GRAVITY	1	LS	\$	53,991.37	\$	53,991.37
SANITARY MANHOLE (16-18')	1	EA	\$	11,371.69	\$	11,371.69
SANITARY MANHOLE (18-20')	2	EA	\$	11,773.27	\$	23,546.54
SANITARY MANHOLE (20-22')	2	EA	\$	13,586.06	\$	27,172.12
6" MJ BEND	4	EA	\$	841.81	\$	3,367.24
6" GATE VALVE ASSY.	1	EA	\$	2,409.76	\$	2,409.76
PRESSURE TESTING FORCEMAIN	1	LS	\$	1,363.56	\$	1,363.56
DEWATER PROPOSED SANITARY PIPE	1	LS	\$	181,104.00	\$	181,104.00
SUBTOTAL					\$	1,979,622.68

WATER AND FIRE DISTRIBUTION

CONNECT TO EXISTING MAINS	7	EA	\$	972.44	\$	6,807.08
JUMPER CONNECTION	7	EA	\$	4,149.71	\$	29,047.97
10" PVC WATER MAIN (DR-18)	2456	LF	\$	70.34	\$	172,755.04
10" GATE VALVE ASSEMBLY	13	EA	\$	3,671.64	\$	47,731.32
10" MJ BEND	27	EA	\$	918.79	\$	24,807.33
10" MJ TEE	4	EA	\$	1,480.03	\$	5,920.12
10" MJ REDUCER	2	EA	\$	952.59	\$	1,905.18
8" PVC WATER MAIN (DR-18)	9451	LF	\$	50.95	\$	481,528.45
8" GATE VALVE ASSEMBLY	20	EA	\$	2,479.99	\$	49,599.80
8" MJ BEND	86	EA	\$	666.58	\$	57,325.88
8" MJ TEE	5	EA	\$	949.50	\$	4,747.50
10" X 10" X 8" TEE	1	EA	\$	1,328.84	\$	1,328.84
10" X 10" X 6" TEE (HYDRANTS)	3	EA	\$	1,277.52	\$	3,832.56
FIRE HYDRANT ASSEMBLY	17	EA	\$	6,333.00	\$	107,661.00
SINGLE SERVICE - SHORT	61	EA	\$	1,651.48	\$	100,740.28
SINGLE SERVICE - LONG	46	EA	\$	1,699.65	\$	78,183.90
DOUBLE SERVICE - SHORT	64	EA	\$	1,615.78	\$	103,409.92
DOUBLE SERVICE - LONG	76	EA	\$	1,662.32	\$	126,336.32
4" FLUSH VALVE ASSEMBLY	4	EA	\$	1,071.52	\$	4,286.08
SAMPLE POINTS	26	EA	\$	717.51	\$	18,655.26
POLY-PIG WATER MAINS	1	LS	\$	5,454.26	\$	5,454.26
TESTING AND BACTERIOLOGICALS	1	LS	\$	17,787.70	\$	17,787.70
CONNECT TO EXISTING WITH WET TAP	1	EA	\$	12,291.99	\$	12,291.99
8" X 6" MJ TEE	14	EA	\$	904.65	\$	12,665.10
4" PVC WATERMAIN	60	LF	\$	26.17	\$	1,570.20
4" GATE VALVE ASSY.	2	EA	\$	1,463.96	\$	2,927.92
SUBTOTAL					\$	1,479,307.00

RECLAIMED WATER

CONNECT TO EXISTING MAINS	6	EA	\$	444.79	\$	2,668.74
6" PVC RECLAIMED WATER MAIN	11545	LF	\$	35.62	\$	411,232.90
6" GATE VALVE ASSEMBLY	26	EA	\$	1,741.25	\$	45,272.50
6" MJ BEND	130	EA	\$	427.20	\$	55,536.00
6" MJ TEE	9	EA	\$	736.22	\$	6,625.98
6" CAP	2	EA	\$	271.57	\$	543.14
SINGLE SERVICE (SHORT SIDE)	19	EA	\$	1,577.79	\$	29,978.01
SINGEL SERVICE (LONG SIDE)	22	EA	\$	1,628.06	\$	35,817.32
DOUBLE SERVICE (SHORT SIDE)	90	EA	\$	1,546.16	\$	139,154.40
DOUBLE SERVICE (LONG SIDE)	82	EA	\$	1,596.42	\$	130,906.44
TESTING	1	LS	\$	5,454.26	\$	5,454.26
20" X 6" WET TAP CONNECTION	1	EA	\$	6,937.75	\$	6,937.75
4" PVC RECLAIMED WATER MAIN	107	LF	\$	26.81	\$	2,868.67
4" GATE VALVE ASSEMBLY	1	EA	\$	1,463.96	\$	1,463.96
4" MJ BEND	4	EA	\$	380.81	\$	1,523.24
FLUSH VALVE	4	EA	\$	1,071.52	\$	4,286.08
SUBTOTAL					\$	880,269.39

GRAND TOTAL**\$ 10,296,714.01**

PER LOT

396 LOTS

\$ 26,001.80

BID NOTES:

- 1) DO NOT INCLUDE COST OF PERIMETER WALLS OR FENCES
- 2) DO NOT INCLUDE COST OF LANDSCAPE OR IRRIGATION

SECTION XI

Change Request

To: Eric Lavoie
HEATH CONSTRUCTION & MANAGMENT
346 EAST CENTRAL AVE
WINTER HAVEN, FL 33880
Ph: (863)508-1070

Number: 6
Date: 5/1/2023
Job: 23-752 VILLAMAR PH VI & VI C/INFRASTR
Phone:

Description: Add Ph 6D

We are pleased to offer the following specifications and pricing to make the following changes:

This change request is for the additional scope associated with adding phase 6D. See attached proposal dated 4/14/23 for all inclusions and exclusions. The substantial completion date will be revised from 11/21/23 to 12/18/23.

The total direct cost to perform this work is	\$1,212,878.40
(Please refer to attached sheet for details.)	
Total:	\$1,212,878.40

Please note that Tucker Paving, Inc. will require an extra 28 Calendar Days.


If you have any questions, please contact me at (863)299-2262.

EL

Michael Felix
Digitally signed by Michael Felix
DN: cn=Michael Felix, o=Tucker Paving, Inc., ou=Operations, email=mfelix@tuckerpaving.com, c=US
Date: 2023.05.01 16:42:41 -0400

Submitted by: Michael Felix
TUCKER PAVING INC

Cc: Gregg Jackson (TUCKER PAVING INC)

Approved by: 
Date: 5/2/23



5658 Lucerne Park Road
 Winter Haven, FL 33881
 Phone: 863-299-2262
 Fax: 863-294-1007
 www.tuckerpaving.com

To:	Wood Civil Engineering	Contact:	
Address:	1925 Bartow Rd. Lakeland, FL 33801	Phone:	863-940-2040
Project Name:	Villamar Phase 6D	Fax:	863-940-2044
Project Location:	Cunningham Road, Winter Haven, FL	Bid Number:	23-267
		Bid Date:	4/14/2023

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
GENERAL CONDITIONS				
SWPPP Monitoring	1.000	LS	\$6,363.42	\$6,363.42
Mobilization	1.000	LS	\$27,406.04	\$27,406.04
Payment & Performance Bond	1.000	LS	\$20,474.92	\$20,474.92
Maintenance Of Traffic	1.000	LS	\$1,155.80	\$1,155.80
Construction Entrance	1.000	EACH	\$1,947.95	\$1,947.95
Type III Silt Fence	4,307.000	LF	\$1.30	\$5,599.10
5' Sidewalk - 4"	74.000	LF	\$29.22	\$2,162.28
ADA Curb Ramp	4.000	EACH	\$1,233.70	\$4,934.80
Construction Layout	1.000	LS	\$23,070.64	\$23,070.64
Construction As-Builts	1.000	LS	\$18,200.68	\$18,200.68
Geotect (CMT)	1.000	LS	\$8,623.34	\$8,623.34
Total Price for above GENERAL CONDITIONS Items:				\$119,938.97

EARTHWORK				
Clear & Grubb	1.000	LS	\$81,399.83	\$81,399.83
Disc Site For New Construction	1.000	LS	\$1,818.12	\$1,818.12
Excavation & Grading *** 56,000+/- CY Import With Be Pulled From Thompson Nursey Stockpile And Placed	1.000	LS	\$124,853.91	\$124,853.91
Bahia Sod @ 3' Back Of Curb	955.000	SY	\$3.04	\$2,903.20
Bahia Sod @ Pond Slopes & Swales	9,661.000	SY	\$3.04	\$29,369.44
Seed & Mulch Lots	6.000	ACRE	\$2,274.80	\$13,648.80
Site Final Grading	1.000	LS	\$10,908.72	\$10,908.72
Total Price for above EARTHWORK Items:				\$264,902.02

PAVING				
1.25" SP9.5 Standard Duty Asphalt Pavement - (20% RAP)	3,232.000	SY	\$13.64	\$44,084.48
6" Crushed Concrete Base	3,232.000	SY	\$13.34	\$43,114.88
12" Stabilized Subgrade (LBR 40)	3,969.000	SY	\$5.83	\$23,139.27
Miami Curb	2,653.000	LF	\$19.16	\$50,831.48
Traffic Signage & Striping	1.000	LS	\$5,332.16	\$5,332.16
Total Price for above PAVING Items:				\$166,502.27

STORM SEWER				
18" RCP Storm Pipe	280.000	LF	\$80.02	\$22,405.60
24" RCP Storm Pipe	48.000	LF	\$108.97	\$5,230.56

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
30" RCP Storm Pipe	194.000	LF	\$152.47	\$29,579.18
Type V Inlet	5.000	EACH	\$7,971.54	\$39,857.70
Type C Inlet	1.000	EACH	\$3,970.72	\$3,970.72
OFS-A Concrete Weir	1.000	EACH	\$36,822.28	\$36,822.28
30" RCP Mitered End Section	1.000	EACH	\$4,134.91	\$4,134.91
Rip Rap Rubble Area @ Mitered End Sections	1.000	EACH	\$677.60	\$677.60
Clean And Video Storm Line Per Polk County Specs	1.000	LS	\$5,462.15	\$5,462.15
Dewatering Storm Installation	1.000	LS	\$10,846.38	\$10,846.38
Total Price for above STORM SEWER Items:				\$158,987.08

SANITARY SYSTEM

8" Core Connect - Existing Sanitary Manhole	1.000	EACH	\$2,434.95	\$2,434.95
8" DR26 Sanitary Pipe	1,337.000	LF	\$38.16	\$51,019.92
4' Ø Sanitary Manhole 0-6'	2.000	EACH	\$5,675.62	\$11,351.24
4' Ø Sanitary Manhole 6-8'	3.000	EACH	\$6,506.85	\$19,520.55
4' Ø Sanitary Manhole 8-10'	1.000	EACH	\$7,507.03	\$7,507.03
4' Ø Sanitary Manhole 10-12'	1.000	EACH	\$8,480.06	\$8,480.06
Single Sanitary Service (Winter Haven)	5.000	EACH	\$944.51	\$4,722.55
Double Sanitary Service (Winter Haven)	21.000	EACH	\$1,653.83	\$34,730.43
TV And Air Testing - Gravity Line/Manholes	1.000	LS	\$7,570.00	\$7,570.00
Dewatering Sanitary Installation	1.000	LS	\$27,780.87	\$27,780.87
Total Price for above SANITARY SYSTEM Items:				\$175,117.60

WATER AND FIRE DISTIBUTION

Connect To Existing	1.000	EACH	\$972.44	\$972.44
Temporary Jumper Connection	7.000	EACH	\$4,149.71	\$29,047.97
8" DR18 Water Pipe	1,440.000	LF	\$50.95	\$73,368.00
4" DR18 Water Pipe	65.000	LF	\$26.17	\$1,701.05
8" MJ Gate Valve W/Box/Tag	6.000	EACH	\$2,479.99	\$14,879.94
4" MJ Gate Valve W/Box/Tag	2.000	EACH	\$1,463.96	\$2,927.92
8" X 4" MJ Reducer	1.000	EACH	\$555.04	\$555.04
8" MJ Bend	11.000	EACH	\$666.58	\$7,332.38
8" MJ Tee	2.000	EACH	\$949.50	\$1,899.00
8" X 6" MJ Tee	2.000	EACH	\$904.65	\$1,809.30
Fire Hydrant Assembly	2.000	EACH	\$6,333.00	\$12,666.00
Single Water Short Service (Winter Haven)	10.000	EACH	\$1,651.48	\$16,514.80
Single Water Long Service (Winter Haven)	5.000	EACH	\$1,699.65	\$8,498.25
Double Water Short Service (Winter Haven)	11.000	EACH	\$1,615.75	\$17,773.25
Double Water Long Service (Winter Haven)	5.000	EACH	\$1,662.32	\$8,311.60
Flush Valve Assy.	1.000	EACH	\$1,071.52	\$1,071.52
Sample Point	4.000	EACH	\$717.51	\$2,870.04
Poly Pig Water Main	1.000	LS	\$2,727.18	\$2,727.18
Testing And Bactees	1.000	LS	\$5,032.30	\$5,032.30
Total Price for above WATER AND FIRE DISTIBUTION Items:				\$209,957.98

RECLAIM WATER

Connect To Existing	1.000	EACH	\$444.79	\$444.79
6" DR18 Reclaimed Pipe	1,234.000	LF	\$35.62	\$43,955.08
4" DR18 Reclaimed Pipe	94.000	LF	\$26.81	\$2,520.14
6" MJ Gate Valve W/Box/Tag	5.000	EACH	\$1,741.25	\$8,706.25
4" MJ Gate Valve W/Box/Tag	2.000	EACH	\$1,463.96	\$2,927.92
6" MJ Bend	17.000	EACH	\$427.20	\$7,262.40
6" MJ Tee	2.000	EACH	\$736.22	\$1,472.44

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Flush Valve Assy.	1.000	EACH	\$1,071.52	\$1,071.52
Single Reclaimed Short Service (Winter Haven)	2.000	EACH	\$1,577.79	\$3,155.58
Single Reclaimed Long Service (Winter Haven)	1.000	EACH	\$1,628.06	\$1,628.06
Double Reclaimed Short Service (Winter Haven)	8.000	EACH	\$1,546.16	\$12,369.28
Double Reclaimed Long Service (Winter Haven)	14.000	EACH	\$1,596.42	\$22,349.88
2" Irrigation Service /Backflow ***METER BY CITY	1.000	EACH	\$6,881.96	\$6,881.96
Pressure Testing	1.000	LS	\$2,727.18	\$2,727.18
Total Price for above RECLAIM WATER Items:				\$117,472.48

Total Bid Price: \$1,212,878.40

Notes:

• **BID NOTES:**

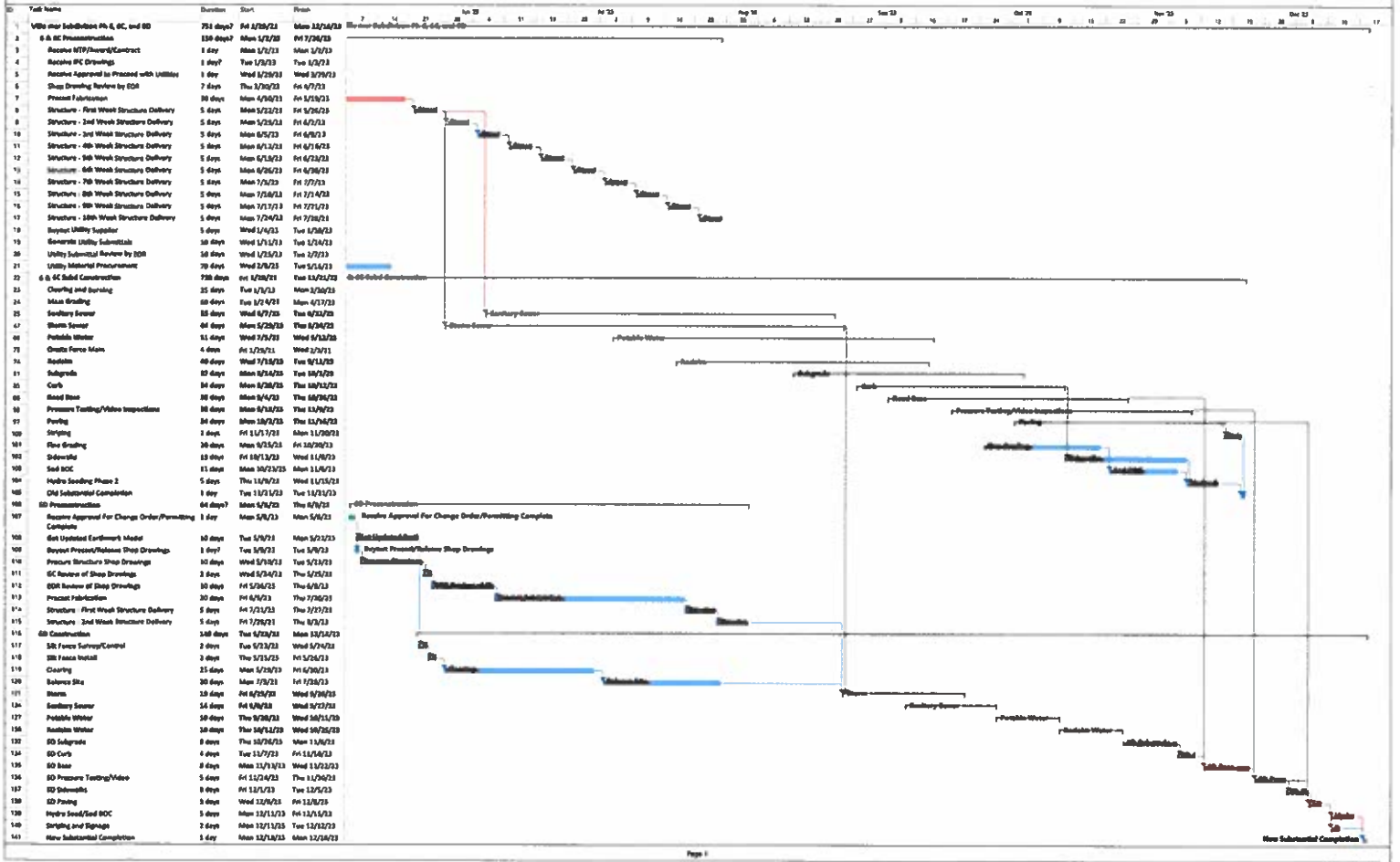
***We have included Video Inspection of Storm Pipe per Polk County Specs.

Not Included in Proposal:

- Permits
- Landscaping & Irrigation
- Retaining Walls, Masonry Walls, Footers, And Excavation/Backfill Of Footers
- Asbestos Removal
- Installation/Relocation/Repair Of Fence & Gates
- Relocation/Removal/Repair Of Existing Or Unknown Utilities
- Utility Sleeves/Conduits
- Lift Station
- Relocation/Removal/Repair Of Power Poles Or Guy Wires
- Excavation/Backfill Of Building Foundation And/Or Footers
- Removal Of Muck/Contaminated/Unsuitable Soils Or Materials
- Over Excavation
- Materials/Work/Services not indicated or listed.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: <u>Vincor Day LLC</u></p> <p>Signature: <u>[Signature]</u></p> <p>Date of Acceptance: <u>5/2/23</u></p>	<p>CONFIRMED: Tucker Paving, Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: Kyle Allen 863-299-2262 kallen@tuckerpaving.com</p>
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Villamar Ph 6 - Add Phase 6D - 050123



SECTION XII

Prepared By and Return To

Lauren Gentry, Esq.
Kilinski Van Wyk PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

**TEMPORARY CONSTRUCTION AND
ACCESS EASEMENT AGREEMENT
(PHASE 6 IMPROVEMENTS)**

THIS TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (“Agreement”) is made and entered as of this 12th day of June 2023, by and between **VMAR DEV LLC**, a Florida limited liability company, whose mailing address is 346 East Central Avenue, Winter Haven, Florida 33880 (“**Grantor**”) in favor of **VILLAMAR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**Grantee**” or the “**District**”) (Grantor and Grantee are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in the City of Winter Haven, Florida being more particularly described in **Exhibit “A”** attached hereto, and by this reference incorporated herein (collectively, the “**Easement Area**”); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of roadway improvements and associated drainage facilities, and other such improvements as authorized by law (collectively, the “**Improvements**”); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed, the Grantee acquires the Easement Area, or a plat is recorded which encompasses the Easement Area, whichever occurs first.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **TEMPORARY CONSTRUCTION EASEMENT.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the “Easement”).

3. **TERM OF EASEMENT.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) recordation of a release of the Easement in the Public Records of Polk County, Florida, or (iii) upon recordation of a plat including the Easement Area, then this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately revert to the Grantor, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein. Should the Grantee acquire the Easement Area from the Grantor prior to the occurrence of events (i), (ii) and (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Grantee, its successors, transferees and assigns, without further action of the Grantor or Grantee being required with respect to such Easement Area.

4. **INSURANCE AND INDEMNITY.** Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Grantor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee’s construction activities within the Easement Area.

5. **OBLIGATIONS OF GRANTOR AND GRANTEE.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither Party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party’s breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

6. **BENEFICIARIES OF EASEMENT RIGHTS.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, contractors and providers of emergency services and utility services.

7. **AMENDMENTS AND WAIVERS.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Polk County, Florida, except as provided in Section 3 of this Agreement. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

8. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

9. **USE OF EASEMENT AREA.** It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

10. **LIENS.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

11. **EFFECTIVE DATE.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

12. **MISCELLANEOUS.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This

Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Polk County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[Signatures contained on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

Signed, sealed and delivered
in the presence of:

VMAR DEV, LLC, a Florida
limited liability company

Lindsey Roden
Print Name: Lindsey Roden

Adam Rhinehart
By: Adam Rhinehart
Its: Manager

Eric Lawrence
Print Name: Eric Lawrence

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me physical presence or online notarization this 07th day of June, 2023, by Adam Rhinehart, as Manager of VMar Dev, LLC, on behalf of the company.



[notary seal]

Lindsey E. Roden
(Official Notary Signature)
Name: Lindsey E. Roden
Personally Known Adam Rhinehart
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

"GRANTEE"

**VILLAMAR COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special-purpose government established
pursuant to Chapter 190, *Florida Statutes*

Signed, sealed and delivered
in the presence of:

Lindsey Roden
Print Name: Lindsey Roden

Warren K. Heath II
Chairperson, Board of Supervisors

Eric Lawrie
Print Name: Eric Lawrie

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me physical presence or online
notarization this 9th day of February, 2023, by Warren K. (Rennie) Heath II, as Chairperson of
the Board of Supervisors of the VillaMar Community Development District.



[notary seal]

Lindsey E. Roden
(Official Notary Signature)
Name: Lindsey E. Roden
Personally Known Warren K. Heath
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

EXHIBIT A
LEGAL DESCRIPTION
DEVELOPMENT PHASES 6 & 6D

A PARCEL OF LAND BEING A PORTION OF SECTIONS 14, 15, AND 22, TOWNSHIP 29 SOUTH, RANGE 26 EAST, POLK COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF "VILLAMAR PHASE 5", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 194, PAGES 46 THROUGH 51 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN THENCE ALONG THE NORTH LINE OF SAID "VILLAMAR PHASE 5" THE FOLLOWING THIRTY TWO (32) COURSES: 1) S-89°38'59"-W, 124.61 FEET; THENCE 2) S-00°21'01"-E, 14.75 FEET; THENCE 3) S-89°38'59"-W, 410.00 FEET; THENCE 4) N-00°21'01"-W, 400.00 FEET; THENCE 5) S-89°38'59"-W, 110.00 FEET; THENCE 6) N-00°21'01"-W, 33.00 FEET; THENCE 7) S-89°38'59"-W, 40.00 FEET; THENCE 8) S-00°21'01"-E, 5.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE 9) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'00", A CHORD BEARING OF S-44°38'59"-W, A CHORD DISTANCE OF 28.28 FEET, FOR AN ARC LENGTH OF 31.42 FEET; THENCE 10) S-89°38'59"-W, 245.32 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 11) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 89°58'53", A CHORD BEARING OF N-45°21'01"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE 12) S-89°40'45"-W, 80.00 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE 13) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 90°00'43", A CHORD BEARING OF S-44°33'21"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.27 FEET; THENCE 14) S-89°38'59"-W, 80.04 FEET TO A POINT OF CURVE CONCAVE NORTHERLY; THENCE 15) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 89°59'21", A CHORD BEARING OF N-45°21'01"-W, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC LENGTH OF 39.37 FEET; THENCE 16) N-00°21'01"-W, 1.32 FEET; THENCE 17) S-89°38'59"-W, 40.00 FEET; THENCE 18) S-00°21'01"-E, 474.33 FEET; THENCE 19) S-89°38'59"-W, 110.00 FEET; THENCE 20) S-00°21'01"-E, 240.00 FEET; THENCE 21) S-89°38'59"-W, 150.00 FEET; THENCE 22) N-00°21'01"-W, 115.84 FEET; THENCE 23) ALONG A RADIAL LINE, N-46°49'06"-E, 29.09 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE 24) NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE/DELTA OF 16°48'09", A CHORD BEARING OF N-34°46'49"-W, A CHORD DISTANCE OF 23.38 FEET, FOR AN ARC LENGTH OF 23.46 FEET; THENCE 25) ALONG A NON-RADIAL LINE, S-89°38'59"-W, 228.79 FEET TO A POINT ON A CURVE CONCAVE WESTERLY; THENCE 26) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE/DELTA OF 26°55'17", A CHORD BEARING OF S-18°33'40"-W, A CHORD DISTANCE OF 69.83 FEET, FOR AN ARC LENGTH OF 70.48 FEET TO A POINT OF REVERSE CURVE CONCAVE SOUTHEASTERLY; THENCE 27) SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE/DELTA

OF 32°22'19", A CHORD BEARING OF S-15°50'09"-W, A CHORD DISTANCE OF 83.63 FEET, FOR AN ARC LENGTH OF 84.75 FEET; THENCE 28) ALONG A RADIAL LINE, S-89°38'59"-W, 40.00 FEET TO A POINT OF CURVE CONCAVE EASTERLY; THENCE 29) NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE/DELTA OF 00°26'49", A CHORD BEARING OF N-00°07'37"-W, A CHORD DISTANCE OF 1.48 FEET, FOR AN ARC LENGTH OF 1.48 FEET; THENCE 30) ALONG A NON-RADIAL LINE, S-89°38'59"-W, 110.01 FEET; THENCE 31) N-00°00'57"-E, 49.58 FEET; THENCE 32) S-89°57'50"-W (BEARING BASE), 758.38 FEET TO THE NORTHWEST CORNER OF SAID "VILLAMAR PHASE 5", SAID POINT ALSO LIES ON THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE DEPARTING THE NORTH LINE OF SAID "VILLAMAR PHASE 5", AND ALONG THE WEST LINE OF SAID "VILLAMAR PHASE 5", ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22, S-00°36'31"-E, 733.74 FEET TO THE SOUTHWEST CORNER OF SAID "VILLAMAR PHASE 5," SAID POINT ALSO BEING THE NORTHWEST CORNER OF "VILLAMAR PHASE FOUR" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 190, PAGES 16 THROUGH 21 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID "VILLAMAR PHASE FOUR" ALSO BEING THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22, S-00°36'31"-E, 417.58 FEET TO THE SOUTHWEST CORNER OF SAID "VILLAMAR PHASE FOUR", SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE THEREOF, N-89°41'20"-W, 104.65 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CSX RAILROAD 100.00 FEET WIDE PER MAP V-5 FLA (L-27-16AND17); THENCE ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, N-37°02'21"-W, 1981.17 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THOMPSON NURSERY ROAD (RIGHT-OF-WAY WIDTH VARIES-PER OFFICIAL RECORDS BOOK 12411, PAGES 797 THROUGH 809 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA); THENCE ALONG SAID THOMPSON NURSERY ROAD SOUTHEASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES: 1) N-57°40'15"-E, 104.46 FEET; THENCE 2) N-54°12'23"-E, 401.44 FEET; THENCE 3) N-51°22'36"-E, 201.82 FEET; THENCE 4) N-55°03'38"-E, 200.49 FEET; THENCE 5) N-56°12'08"-E, 200.25 FEET; THENCE 6) N-30°56'07"-W, 15.00 FEET; THENCE 7) N-59°03'53"-E, 265.86 FEET TO A POINT OF CURVE CONCAVE SOUTHEASTERLY; THENCE 8) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2023.00 FEET, A CENTRAL ANGLE/DELTA OF 21°39'55", A CHORD BEARING OF N-69°53'51"-E, A CHORD DISTANCE OF 760.40 FEET, FOR AN ARC LENGTH OF 764.94 FEET; THENCE 9) N-80°43'48"-E, 860.09 FEET TO A POINT OF CURVE CONCAVE NORTHWESTERLY; THENCE 10) NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2143.00 FEET, A CENTRAL ANGLE/DELTA OF 06°00'22", A CHORD BEARING OF N-77°43'37"-E, A CHORD DISTANCE OF 224.54 FEET, FOR AN ARC LENGTH OF 224.65 FEET TO A POINT OF REVERSE CURVE/POINT OF CUSP CONCAVE SOUTHEASTERLY; THENCE DEPARTING SAID THOMPSON NURSERY ROAD SOUTHEASTERLY RIGHT-OF-WAY LINE, AND SOUTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE/DELTA OF 88°17'58", A CHORD BEARING OF S-30°34'27"-W, A CHORD DISTANCE OF 34.83 FEET, FOR AN

ARC LENGTH OF 38.53 FEET; THENCE S-13°34'32"-E, 25.41 FEET TO A POINT OF CURVE CONCAVE WESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2540.00 FEET, A CENTRAL ANGLE/DELTA OF 06°00'23", A CHORD BEARING OF S-10°34'20"-E, A CHORD DISTANCE OF 266.15 FEET, FOR AN ARC DISTANCE OF 266.27 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°38'59"-E, 200.45 FEET; THENCE N-00°21'01"-W, 100.00 FEET; THENCE N-89°38'59"-E, 150.00 FEET; THENCE ALONG A NON-RADIAL LINE, N-00°21'01"-W, 53.46 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2423.00 FEET, A CENTRAL ANGLE/DELTA OF 05°48'17", A CHORD BEARING OF N-63°57'51"-E, A CHORD DISTANCE OF 245.38 FEET, A FOR AN ARC LENGTH OF 245.48 FEET; THENCE ALONG A RADIAL LINE, S-28°56'17"-E, 110.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2533.00 FEET, A CENTRAL ANGLE/DELTA 00°03'40", A CHORD BEARING OF N-61°01'53"-E, A CHORD DISTANCE OF 2.70 FEET, FOR AN ARC LENGTH OF 2.70 FEET; THENCE ALONG A RADIAL LINE, S-28°59'57"-E, 150.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 2683.00 FEET, A CENTRAL ANGLE/DELTA OF 04°26'41", A CHORD BEARING OF N-58°46'42"-E, A CHORD DISTANCE OF 208.08 FEET, FOR AN ARC DISTANCE OF 208.13 FEET; THENCE ALONG A NON-RADIAL LINE, N-89°32'19"-E, 121.31 FEET TO A POINT ON THE WEST LINE OF "TERRANOVA PHASE III", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, PAGES 23 THROUGH 27 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE OF SAID "TERRANOVA PHASE III," AND ALONG THE WEST LINE OF "TERRANOVA PHASE IV" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 130, PAGES 6 AND 7, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, S-00°11'49"-E, 1253.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 116.36 ACRES, MORE OR LESS.

SECTION XIII

SECTION A

SECTION 1



KILINSKI | VAN WYK

MEMORANDUM

To: Board of Supervisors
From: Kilinski | Van Wyk PLLC
Date: July 7, 2023
Re: Ethics Training for Special District Supervisors

The purpose of this memorandum is to provide you with information regarding new ethics training requirements applicable to Special District Supervisors. This requirement is the result of changes to Section 112.3142, Florida Statutes, which were passed during the recent legislative session. The new requirements will apply beginning with the 2024 calendar year.

Who is affected?

The new requirement applies to all elected officers of independent special districts as defined in Section 189.012, Florida Statutes, including those elected officers who are appointed to fill a vacancy for an unexpired term of office. This includes Supervisors of Community Development Districts and “Special Act” Districts, among others. It does not apply to non-elected officers of a special district, such as a secretary or treasurer, unless that person is also an elected officer. The training requirement previously applied only to specified constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies.

What is required?

Supervisors will be required to complete four (4) hours of training each calendar year. The training must address, at a minimum, Article II of the State Constitution, the Code of Ethics for Public Officers and Employees, and Florida’s public records and open meetings laws. It may be completed by taking a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required information is covered.

How do I report compliance?

The Commission on Ethics has not announced special procedures for special district supervisors. For other officers subject to the training requirement, compliance is self-reported by marking a check box on the annual financial disclosure form. Supervisors should keep detailed records on the name of each course, length of each course, and date completed in the event that verification is required.

When is the deadline?

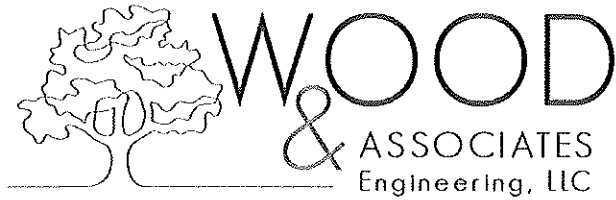
This requirement will apply beginning in the 2024 calendar year. Training should be completed as close as possible to the date an officer assumes office. Officers who assume a new office or a new term of office before March 31 must complete the training on or before December 31 of the same year. Officers who assume a new office or a new term of office after March 31 are not required to complete the training until the following calendar year.

Where can I find training materials?

The Florida Commission on Ethics has provided links to approved courses on their Ethics Training web page: <https://ethics.state.fl.us/Training/Training.aspx>. There are also many courses – both free and for a charge – available online and in-person. Kilinski | Van Wyk will be offering customized training sessions at discounted rate for existing clients. If you have questions about whether a particular course meets the requirements, or if you would like to request a customized training session, please consult your Kilinski | Van Wyk attorney. There is also the ability to include training within your regular Board meeting schedule.

SECTION B

SECTION 1



April 17, 2023

Austin Hackney
Governmental Management Services-CF-, LLC
1001 Bradford Way
Kingston, TN 37763

Re: District Engineers Report
Villamar Community Development District
Polk County, Florida
Special Assessment Bonds Series 2019, Series 2020, and Series 2022

Dear Mr. Hackney,

In accordance with Section 9.21 of the Master Trust Indenture for the Villamar Community Development District (CDD), we have completed our annual review of the developments owned and maintained by the Villamar CDD. We hereby offer the following consulting engineer report for the Series 2019 Bond, Series 2020 Bond, and Series 2022 Bond:

The facilities owned by the District have been found to be in generally good condition, well maintained, and in good working order. The drainage treatment facilities are in service, functioning properly and are regularly maintained by the District. No maintenance or repairs are necessary at this time.

The District currently maintains property insurance in relation to District-owned improvements. The District Engineer does not recommend an adjustment to the District's current coverages.

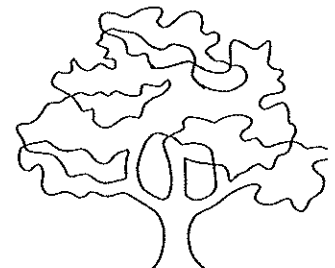
Moreover, the District owned properties are well maintained and functioning with their intended purpose.

Should you have any questions or concerns, please contact me at (863) 940-2040.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Bannon".

John L. Bannon, P.E.
District Engineer
Villamar CDD



SECTION C

Villa Mar CDD Field Management Report



August 01, 2023

Marshall Tindall

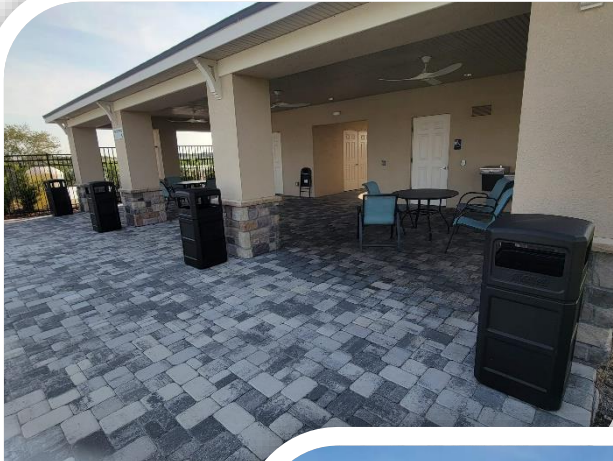
Field Services Manager

GMS

Complete

Amenity Review

- ✚ Vendors have done well with keeping the facility clean & operational.
- ✚ Monthly playground review completed.
- ✚ No issues found.
- ✚ Replacing the stone with mulch has helped with pool maintenance.



Complete

Landscape Review

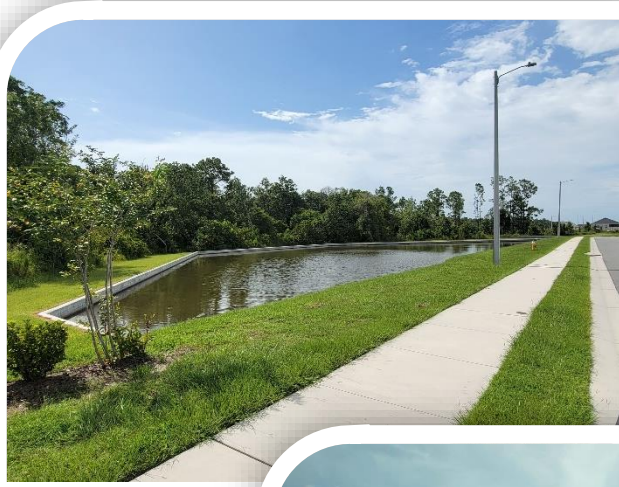
- ✚ Landscaper has kept common areas clean, mowed, and detailed.
- ✚ Some small landscape replacements were done within the budget.
- ✚ Irrigation clock was hit by lightning and is being replaced.



Complete

Pond Review

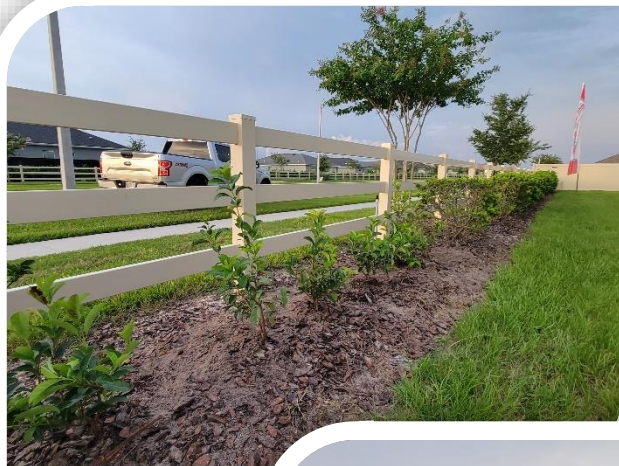
- ✚ Pond maintenance is acceptable.
- ✚ Ponds have some algae that is being treated.
- ✚ Minor pond trash continues from construction, and pond vendor is keeping it under control.



In Progress

Fence Repairs

- ✚ Fences have been reviewed and some repairs are being scheduled where needed in response to summer storm and traffic damage.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-346-2453, or by email at mtindall@gmscfl.com. Thank you.

Respectfully,
Marshall Tindall

SECTION 1

RESORT POOL SERVICES



14525 JOHNS LAKE POINT
CLERMONT, FL 34711
321-689-6210

Wednesday, July 24, 2023

ADDITIONAL SERVICE FOR VILLAMAR CDD

We have been seeing a large increase in pool use since last year and we are attending site daily to clean the filters due to the high bather load we are seeing.

The cost to go 7 days a week from Labor Day to Memorial Day is \$700 extra per month labor 16 weeks of service. The total additional cost is \$2800 for the 16 weeks.

We would like to start this service for the remainder of the summer as well, also at a cost of \$700 additional per month. This would be a total cost of \$1400 extra for this year.

If this is approved and would like this to be permanently in the contract the monthly cost for next year would be \$1880 per month to begin October 1st 2023.

Yours sincerely

Simon McDonnell
Resort Pool Services
Director of Operations
321 689 6210

SECTION D

SECTION 1

VillaMar

Community Development District

Summary of Check Register

May 1, 2023 to July 21, 2023

Bank	Date	Check No.'s	Amount
General Fund	5/4/23	506 - 511	\$ 8,375.02
	5/8/23	512	\$ 169.20
	5/12/23	513 - 517	\$ 12,364.72
	5/24/23	518 - 520	\$ 10,333.15
	6/2/23	521 - 524	\$ 5,099.38
	6/9/23	525 - 526	\$ 8,387.53
	6/16/23	527 - 530	\$ 650.00
	6/30/23	531 - 534	\$ 13,503.86
	7/7/23	535 - 538	\$ 3,571.25
	7/18/23	539 - 541	\$ 6,297.93
	7/21/23	542 - 543	\$ 5,123.06
			\$ 73,875.10
Capital Projects Fund	5/1/23	136 - 141	\$ 794,109.64
	5/8/23	142	\$ 42,840.00
	5/19/23	143 - 145	\$ 565,868.65
	5/30/23	146 - 149	\$ 428,744.26
	6/2/23	150	\$ 16,660.00
	6/5/23	151 - 152	\$ 24,250.30
	6/30/23	153 - 155	\$ 726,722.10
	7/14/23	156 - 157	\$ 570,372.15
	7/21/23	158	\$ 45,220.00
			\$ 3,214,787.10
Total Amount			\$ 3,288,662.20

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED YRMO	TO DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/04/23	00047	5/02/23	EL050220	202305	310	51300	11000		SUPERVISOR FEES 05/02/23	*	200.00		
									ERIC LAVOIE			200.00	000506
5/04/23	00008	5/02/23	LS050220	202305	310	51300	11000		SUPERVISOR FEES 05/02/23	*	200.00		
									LAUREN SCHWENK			200.00	000507
5/04/23	00043	4/12/23	52863084	202304	330	57200	48100		PEST CONTROL - APR 23	*	50.00		
									MASSEY SERVICES INC.			50.00	000508
5/04/23	00015	4/05/23	8559	202304	320	53800	47300		REPLACE HEADS/NOZZLES	*	271.27		
		4/24/23	8672	202304	320	53800	47300		IRRIGATION REPAIR	*	450.00		
									PRINCE & SONS INC.			721.27	000509
5/04/23	00004	5/02/23	RH050220	202305	310	51300	11000		SUPERVISOR FEES 05/02/23	*	200.00		
									RENNIE HEATH			200.00	000510
5/04/23	00019	4/25/23	6905468	202304	310	51300	32300		TRUSTEE FEE SER 2022PH3&4	*	7,003.75		
									US BANK			7,003.75	000511
5/08/23	00051	4/13/23	000100-0	202304	320	53800	43200		0 COSTELLO CIR REUSE MTR	*	169.20		
									WINTER HAVEN WATER			169.20	000512
5/12/23	00034	4/26/23	9675	202304	330	53800	48500		JANITORIAL SVCS APR 23	*	450.00		
		4/26/23	9675	202304	330	53800	48500		TRASH MAIL COLLECT APR23	*	100.00		
									CSS CLEAN STAR SERVICES CENTRAL FL			550.00	000513
5/12/23	00009	5/01/23	186	202305	310	51300	34000		MANAGEMENT FEES - MAY 23	*	3,154.42		
		5/01/23	186	202305	310	51300	35200		WEBSITE ADMIN - MAY 23	*	100.00		
		5/01/23	186	202305	310	51300	35100		INFORMATION TECH - MAY 23	*	150.00		
		5/01/23	186	202305	310	51300	31300		DISSEMINATION - MAY 23	*	666.67		
		5/01/23	186	202305	330	57200	12000		AMENITY ACCESS - MAY 23	*	416.67		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/01/23		186	202305 310-51300-51000						OFFICE SUPPLIES	*	6.08		
5/01/23		186	202305 310-51300-42000						POSTAGE	*	162.20		
5/01/23		187	202305 320-53800-12000						FIELD MANAGEMENT - MAY 23	*	1,312.50		
GOVERNMENTAL MANAGEMENT SERVICES												5,968.54	000514
5/12/23	00045	4/27/23	19105	202304 330-53800-48300					NEW STENNA PUMP	*	700.00		
		5/01/23	19277	202305 330-53800-48100					POOL MAINTENANCE - MAY 23	*	1,850.00		
RESORT POOL SERVICES DBA												2,550.00	000515
5/12/23	00041	5/01/23	PSI-7435	202305 320-53800-47000					POND MAINTENANCE - MAY 23	*	821.25		
SOLITUDE LAKE MANAGEMENT SERVICES												821.25	000516
5/12/23	00027	5/09/23	05092023	202305 300-15500-10000					PLAYGRND/FUR LEASE- JUN23	*	1,078.86		
		5/09/23	05092023	202305 300-15500-10000					POOL/FUR LEASE - JUN23	*	1,396.07		
WHFS, LLC												2,474.93	000517
5/24/23	00036	5/12/23	53-BID-6	202305 330-53800-48100					POOL PERMIT FY 2023	*	280.00		
FLORIDA DEPARTMENT OF HEALTH												280.00	000518
5/24/23	00015	5/01/23	8817	202305 320-53800-46200					LANDSCAPE MAINT - MAY 23	*	7,075.00		
		5/03/23	8826	202305 320-53800-47300					IRRIGATION REPAIR	*	159.75		
PRINCE & SONS INC.												7,234.75	000519
5/24/23	00049	4/30/23	11267802	202304 320-53800-34500					SECURITY SERVICES - APR23	*	2,818.40		
SECURITAS SECURITY SERVICES USA, INC												2,818.40	000520
6/02/23	00023	5/12/23	7236-05-	202305 310-51300-31200					ARBITRAGE-SERIES 2022 PH3	*	450.00		
		5/12/23	7237-05-	202305 310-51300-31200					ARBITRAGE-SERIES 2022 PH4	*	450.00		
AMTEC												900.00	000521
6/02/23	00034	5/25/23	9890	202305 330-53800-48500					JANITORIAL SVCS MAY 23	*	450.00		

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
		5/25/23	9890	202305	330	53800	48500		TRASH MAIL COLLECT MAY 23	*	100.00		
CSS CLEAN STAR SERVICES CENTRAL FL												550.00	000522
6/02/23	00039	5/15/23	6634	202304	310	51300	31500		GENERAL COUNSEL - APR 23	*	1,669.38		
KILINSKI / VAN WYK, PLLC												1,669.38	000523
6/02/23	00045	5/31/23	19548	202305	330	53800	48300		INSTALL GAS STRUT VAK PAK	*	130.00		
		6/01/23	19527	202306	330	53800	48100		POOL MAINTENANCE - JUN 23	*	1,850.00		
RESORT POOL SERVICES DBA												1,980.00	000524
6/09/23	00009	6/01/23	192	202306	310	51300	34000		MANAGEMENT FEES - JUN 23	*	3,154.42		
		6/01/23	192	202306	310	51300	35200		WEBSITE ADMIN - JUN 23	*	100.00		
		6/01/23	192	202306	310	51300	35100		INFORMATION TECH - JUN 23	*	150.00		
		6/01/23	192	202306	310	51300	31300		DESSEMINATION - JUN 23	*	666.67		
		6/01/23	192	202306	330	57200	12000		AMENITY ACCESS - JUN 23	*	416.67		
		6/01/23	192	202306	310	51300	51000		OFFICE SUPPLIES	*	1.32		
		6/01/23	192	202306	310	51300	42000		POSTAGE	*	111.01		
		6/01/23	193	202306	320	53800	12000		FIELD MANAGEMENT - JUN 23	*	1,312.50		
GOVERNMENTAL MANAGEMENT SERVICES												5,912.59	000525
6/09/23	00027	5/09/23	07012023	202306	300	15500	10000		PLAYGRND/FUR LEASE- JUL23	*	1,078.87		
		6/09/23	07012023	202306	300	15500	10000		POOL/FUR LEASE - JUL 23	*	1,396.07		
WHFS, LLC												2,474.94	000526
6/16/23	00010	6/06/23	BW060620	202306	310	51300	11000		SUPERVISOR FEE 06/06/23	*	200.00		
BRIAN WALSH												200.00	000527
6/16/23	00008	6/06/23	LS060620	202306	310	51300	11000		SUPERVISOR FEE 06/06/23	*	200.00		
LAUREN SCHWENK												200.00	000528

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/16/23	00043	5/17/23 53291300	202305 330-57200-48100	PEST CONTROL - MAY 23 MASSEY SERVICES INC.	*	50.00	50.00 000529
6/16/23	00004	6/06/23 RH060620	202306 310-51300-11000	SUPERVISOR FEE 06/06/23 RENNIE HEATH	*	200.00	200.00 000530
6/30/23	00009	4/30/23 194	202304 320-53800-47400	CLEAN DRAINS/INSTAL STONE GOVERNMENTAL MANAGEMENT SERVICES	*	2,835.43	2,835.43 000531
6/30/23	00015	6/01/23 9159	202306 320-53800-46200	LANDSCAPE MAINT - JUN 23	*	7,075.00	
		6/08/23 9170	202306 320-53800-47300	IRRIGATION REPAIR PRINCE & SONS INC.	*	67.62	7,142.62 000532
6/30/23	00049	5/31/23 11303595	202306 320-53800-34500	SECURITY SERVICES - MAY23 SECURITAS SECURITY SERVICES USA, INC	*	2,704.56	2,704.56 000533
6/30/23	00041	6/01/23 PSI-8104	202306 320-53800-47000	POND MAINTENANCE - JUN 23 SOLITUDE LAKE MANAGEMENT SERVICES	*	821.25	821.25 000534
7/07/23	00034	6/28/23 10114	202306 330-53800-48500	JANITORIAL SVCS - JUN 23	*	450.00	
		6/28/23 10114	202306 330-53800-48500	TRASH COLLECT - JUN 23	*	300.00	
		6/28/23 10114	202306 330-53800-48500	TRASH MAIL COLLECT JUN 23 CSS CLEAN STAR SERVICES CENTRAL FL	*	100.00	850.00 000535
7/07/23	00043	6/12/23 53628199	202306 330-57200-48100	PEST CONTROL - JUN 23 MASSEY SERVICES INC.	*	50.00	50.00 000536
7/07/23	00045	7/01/23 19796	202307 330-53800-48100	POOL MAINTENANCE - JUL 23 RESORT POOL SERVICES DBA	*	1,850.00	1,850.00 000537
7/07/23	00041	7/01/23 PSI-9262	202307 320-53800-47000	POND MAINTENANCE - JUL 23 SOLITUDE LAKE MANAGEMENT SERVICES	*	821.25	821.25 000538

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
7/18/23	00018	7/13/23 9	202307 310-51300-31300	DISCLOSURE SERVICES LLC	*	250.00	250.00 000539
7/18/23	00009	7/01/23 197	202307 310-51300-34000	MANAGEMENT FEES - JUL 23	*	3,154.42	
		7/01/23 197	202307 310-51300-35200	WEBSITE ADMIN - JUL 23	*	100.00	
		7/01/23 197	202307 310-51300-35100	INFORMATION TECH - JUL 23	*	150.00	
		7/01/23 197	202307 310-51300-31300	DISSEMINATION - JUL 23	*	750.00	
		7/01/23 197	202307 330-57200-12000	AMENITY ACCESS - JUL 23	*	416.67	
		7/01/23 197	202307 310-51300-51000	OFFICE SUPPLIES	*	4.30	
		7/01/23 197	202307 310-51300-42000	POSTAGE	*	140.54	
		7/01/23 198	202307 320-53800-12000	FIELD MANAGEMENT - JUL 23	*	1,312.50	
				GOVERNMENTAL MANAGEMENT SERVICES			6,028.43 000540
7/18/23	00039	3/10/23 6037	202302 310-51300-49100	PH6 BNDRY AMNDMT LEGALFEE	*	19.50	
				KILINSKI / VAN WYK, PLLC			19.50 000541
7/21/23	00039	7/10/23 7046	202306 310-51300-31500	GENERAL COUNSEL - JUN 23	*	1,234.38	
		7/16/23 6860	202305 310-51300-31500	GENERAL COUNSEL - MAY 23	*	1,413.75	
				KILINSKI / VAN WYK, PLLC			2,648.13 000542
7/21/23	00027	7/17/23 08012023	202307 300-15500-10000	PLAYGRND/FUR LEASE AUG 23	*	1,078.86	
		7/17/23 08012023	202307 300-15500-10000	POOL/FUR LEASE - AUG 23	*	1,396.07	
				WHFS, LLC			2,474.93 000543
				TOTAL FOR BANK A		73,875.10	
				TOTAL FOR REGISTER		73,875.10	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/01/23	00028	3/31/23	021610	202304	600-53800-60000			ABSOLUTE ENGINEERING INC	*	2,855.52	2,855.52	000136
5/01/23	00033	4/01/23	160974-1	202304	600-53800-60000			COUNTY MATERIALS	*	173,733.00	173,733.00	000137
5/01/23	00034	3/30/23	03302023	202304	600-53800-60000			OLDCASTLE INFRASTRUCTURE	*	34,144.95	107,897.93	000138
		4/04/23	04042023	202304	600-53800-60000				*	73,752.98		
5/01/23	00027	4/12/23	I2304138	202304	600-20700-10100			STACY'S PRINTING	*	27.00	27.00	000139
5/01/23	00004	3/25/23	77888	202304	600-20700-10100			TUCKER PAVING INC	*	498,346.19	498,346.19	000140
5/01/23	00026	4/01/23	1442	202304	600-20700-10100			VMAR DEV, LLC	*	3,750.00	11,250.00	000141
		4/01/23	1443	202304	600-20700-10100				*	3,750.00		
		4/16/23	1449	202304	600-20700-10100				*	3,750.00		
5/08/23	00026	5/08/23	05082023	202305	600-20700-10300			VMAR DEV, LLC	*	42,840.00	42,840.00	000142
5/19/23	00034	4/28/23	04282023	202305	600-53800-60000			OLDCASTLE INFRASTRUCTURE	*	30,650.00	30,650.00	000143
5/19/23	00004	4/25/23	77930	202305	600-53800-60000			TUCKER PAVING INC	*	506,658.65	506,658.65	000144
5/19/23	00026	5/17/23	05172023	202305	600-20700-10300			VMAR DEV, LLC	*	28,560.00	28,560.00	000145

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT ACCT#	SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
5/30/23	00028	4/30/23	021647 SER19 PH1&2 FR#11	202305	600-53800-60000		ABSOLUTE ENGINEERING INC	*	8,723.28	8,723.28	000146
5/30/23	00027	5/11/23	I2305113 SER23 PH5 FR#3	202305	600-20700-10100		STACY'S PRINTING	*	13.50	13.50	000147
5/30/23	00004	4/25/23	77931 SER23 PH5 FR#3	202305	600-20700-10100		TUCKER PAVING INC	*	373,743.72	373,743.72	000148
5/30/23	00012	4/10/23	1688 SER23 P5 FR#3	202305	600-20700-10100		WOOD & ASSOCIATES ENGINEERING	*	53.76	53.76	000149
		4/21/23	1707 SER23 PH5 FR#3	202305	600-20700-10100			*	2,100.00	2,100.00	
		4/21/23	1708 SER23 PH5 FR#3	202305	600-20700-10100			*	22,150.00	22,150.00	
		4/21/23	1710 SER23 PH5 FR#3	202305	600-20700-10100			*	20,360.00	20,360.00	
		4/24/23	1712 SER23 PH5 FR#3	202305	600-20700-10100			*	1,600.00	1,600.00	
6/02/23	00026	6/02/23	06022023 TRANS CRD VCHR/IMPACT FEE	202306	600-20700-10300		VMAR DEV, LLC	*	16,660.00	16,660.00	000150
6/05/23	00035	4/11/23	6428 SER23 PH5 FR#4	202305	600-20700-10100		KILINSKI/VAN WYK, PLLC	*	89.64	89.64	000151
6/05/23	00034	4/14/23	37417702 SER23 PH5 FR#4	202305	600-20700-10100		OLDCASTLE INFRASTRUCTURE	*	12,810.66	12,810.66	000152
		5/19/23	PO#004 SER19 PH1&2 FR#12	202305	600-53800-60000			*	11,350.00	11,350.00	
6/30/23	00028	5/31/23	021685 SER19 PH1&2 FR#14	202306	600-53800-60000		ABSOLUTE ENGINEERING INC	*	15,794.54	15,794.54	000153
6/30/23	00033	6/06/23	160974-3 SER19 PH1&2 FR#14	202306	600-53800-60000		COUNTY MATERIALS	*	110,024.00	110,024.00	000154

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/30/23	00004	5/25/23 77976	202306 600-53800-60000	TUCKER PAVING INC	*	600,903.56	600,903.56 000155
		SER19 PH1&2 FR#13					
7/14/23	00033	4/26/23 160974-4	202307 600-53800-60000	COUNTY MATERIALS	*	2,652.00	2,652.00 000156
		SER19 PH1&2 FR#15					
7/14/23	00004	6/25/23 78011	202307 600-53800-60000	TUCKER PAVING INC	*	567,720.15	567,720.15 000157
		SER19 PH1&2 FR#15					
7/21/23	00026	7/21/23 07212023	202307 600-20700-10300	VMAR DEV, LLC	*	45,220.00	45,220.00 000158
		TRSPTN CREDIT/VOUCHERS					
TOTAL FOR BANK B						3,214,787.10	
TOTAL FOR REGISTER						3,214,787.10	

SECTION 2

VillaMar
Community Development District

Unaudited Financial Reporting
June 30, 2023



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VillaMar
Community Development District
Combined Balance Sheet
June 30, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 271,130	\$ -	\$ -	\$ 271,130
Capital Projects Account	\$ -	\$ -	\$ 820	\$ 820
Investments:				
<u>Series 2019</u>				
Reserve	\$ -	\$ 204,198	\$ -	\$ 204,198
Revenue	\$ -	\$ 148,947	\$ -	\$ 148,947
Prepayment	\$ -	\$ 1,558	\$ -	\$ 1,558
<u>Series 2020</u>				
Reserve	\$ -	\$ 184,450	\$ -	\$ 184,450
Revenue	\$ -	\$ 126,308	\$ -	\$ 126,308
<u>Series 2022 A3</u>				
Reserve	\$ -	\$ 85,700	\$ -	\$ 85,700
Revenue	\$ -	\$ 118,539	\$ -	\$ 118,539
Prepayment	\$ -	\$ 91,643	\$ -	\$ 91,643
Construction	\$ -	\$ -	\$ 8	\$ 8
<u>Series 2022 A4</u>				
Reserve	\$ -	\$ 126,316	\$ -	\$ 126,316
Revenue	\$ -	\$ 93,483	\$ -	\$ 93,483
<u>Series 2023 A5</u>				
Reserve	\$ -	\$ 553,728	\$ -	\$ 553,728
Interest	\$ -	\$ 168,198	\$ -	\$ 168,198
Construction	\$ -	\$ -	\$ 2,258,661	\$ 2,258,661
Cost of Issuance	\$ -	\$ -	\$ 100	\$ 100
Due from Developer	\$ 20	\$ -	\$ 570,372	\$ 570,392
Due from General Fund	\$ -	\$ 26,718	\$ -	\$ 26,718
Prepaid Expenses	\$ 2,475	\$ -	\$ -	\$ 2,475
Total Assets	\$ 273,624	\$ 1,929,786	\$ 2,829,961	\$ 5,033,371
Liabilities:				
Accounts Payable	\$ 5,931	\$ -	\$ -	\$ 5,931
Due to Debt Service	\$ 26,718	\$ -	\$ -	\$ 26,718
Total Liabilities	\$ 32,648	\$ -	\$ -	\$ 32,648
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 2,475	\$ -	\$ -	\$ 2,475
Restricted for:				
Debt Service - Series 2019	\$ -	\$ 366,091	\$ -	\$ 366,091
Debt Service - Series 2020	\$ -	\$ 321,168	\$ -	\$ 321,168
Debt Service - Series 2022 A3	\$ -	\$ 300,802	\$ -	\$ 300,802
Debt Service - Series 2022 A4	\$ -	\$ 219,799	\$ -	\$ 219,799
Debt Service - Series 2023 A5	\$ -	\$ 721,927	\$ -	\$ 721,927
Capital Projects - Series 2019	\$ -	\$ -	\$ 571,192	\$ 571,192
Capital Projects - Series 2022 A3	\$ -	\$ -	\$ 8	\$ 8
Capital Projects - Series 2023 A5	\$ -	\$ -	\$ 2,258,761	\$ 2,258,761
Unassigned	\$ 238,501	\$ -	\$ -	\$ 238,501
Total Fund Balances	\$ 240,976	\$ 1,929,786	\$ 2,829,961	\$ 5,000,723
Total Liabilities & Fund Balance	\$ 273,624	\$ 1,929,786	\$ 2,829,961	\$ 5,033,371

VillaMar

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 531,413	\$ 531,413	\$ 533,601	\$ 2,188
Assessments - Direct Bill	\$ 103,755	\$ 103,755	\$ 60,729	\$ (43,026)
Assessments - Lot Closings	\$ -	\$ -	\$ 33,058	\$ 33,058
Boundary Amendment Contributions	\$ -	\$ -	\$ 16,478	\$ 16,478
Miscellaneous Revenue	\$ -	\$ -	\$ 30	\$ 30
Total Revenues	\$ 635,169	\$ 635,169	\$ 643,896	\$ 8,728
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 9,000	\$ 4,200	\$ 4,800
Engineering	\$ 7,500	\$ 5,625	\$ -	\$ 5,625
Attorney	\$ 30,000	\$ 22,500	\$ 15,464	\$ 7,036
Annual Audit	\$ 5,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 2,250	\$ 1,350	\$ 1,350	\$ -
Dissemination	\$ 9,000	\$ 6,750	\$ 6,250	\$ 500
Trustee Fees	\$ 19,880	\$ 13,832	\$ 13,832	\$ -
Management Fees	\$ 37,853	\$ 28,389	\$ 28,390	\$ (0)
Information Technology	\$ 1,800	\$ 1,350	\$ 1,350	\$ -
Website Maintenance	\$ 1,200	\$ 900	\$ 900	\$ -
Postage & Delivery	\$ 850	\$ 850	\$ 1,598	\$ (748)
Insurance	\$ 6,684	\$ 6,684	\$ 5,988	\$ 696
Printing & Binding	\$ 1,000	\$ 750	\$ 41	\$ 709
Legal Advertising	\$ 7,500	\$ 7,500	\$ 10,392	\$ (2,892)
Other Current Charges	\$ 1,500	\$ 1,125	\$ 354	\$ 771
Boundary Amendment Expenses	\$ -	\$ -	\$ 13,823	\$ (13,823)
Office Supplies	\$ 500	\$ 375	\$ 29	\$ 346
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 149,691	\$ 112,156	\$ 109,137	\$ 3,019

VillaMar

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
<i>Operations & Maintenance</i>				
Field Expenditures				
Property Insurance	\$ 11,077	\$ 11,077	\$ 9,869	\$ 1,208
Field Management	\$ 15,750	\$ 11,813	\$ 11,813	\$ -
Landscape Maintenance	\$ 81,800	\$ 61,350	\$ 63,675	\$ (2,325)
Landscape Replacement	\$ 15,000	\$ 11,250	\$ 3,220	\$ 8,030
Pond Maintenance	\$ 10,000	\$ 7,500	\$ 7,391	\$ 109
Streetlights	\$ 75,000	\$ 75,000	\$ 85,935	\$ (10,935)
Electric	\$ 2,500	\$ 1,875	\$ 1,050	\$ 825
Water & Sewer	\$ 25,000	\$ 18,750	\$ 19,295	\$ (545)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 1,875	\$ -	\$ 1,875
Irrigation Repairs	\$ 8,000	\$ 6,000	\$ 4,166	\$ 1,834
General Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ 24,974	\$ (9,974)
Contingency	\$ 7,500	\$ 7,500	\$ 16,472	\$ (8,972)
Subtotal Field Expenditures	\$ 269,127	\$ 228,990	\$ 247,859	\$ (18,869)
Amenity Expenditures				
Amenity - Electric	\$ 18,000	\$ 13,500	\$ 10,239	\$ 3,261
Amenity - Water	\$ 30,000	\$ 22,500	\$ 8,116	\$ 14,384
Playground & Furniture Lease	\$ 35,000	\$ 26,250	\$ 25,082	\$ 1,168
Internet	\$ 3,000	\$ 2,250	\$ 1,465	\$ 785
Pest Control	\$ 600	\$ 450	\$ 450	\$ -
Janitorial Services	\$ 6,600	\$ 4,950	\$ 5,250	\$ (300)
Security Services	\$ 33,800	\$ 25,350	\$ 21,161	\$ 4,189
Pool Maintenance	\$ 22,680	\$ 17,010	\$ 16,880	\$ 130
Amenity Access Management	\$ 5,000	\$ 3,750	\$ 3,750	\$ (0)
Amenity Repairs & Maintenance	\$ 10,000	\$ 7,500	\$ 6,571	\$ 929
Contingency	\$ 5,500	\$ 4,125	\$ -	\$ 4,125
Subtotal Amenity Expenditures	\$ 170,180	\$ 127,635	\$ 98,964	\$ 28,671
Total Operations & Maintenance	\$ 439,307	\$ 356,625	\$ 346,823	\$ 9,801
Total Expenditures	\$ 588,999	\$ 468,780	\$ 455,960	\$ 12,820
Excess (Deficiency) of Revenues over Expenditures	\$ 46,170		\$ 187,936	
<i>Other Financing Sources/(Uses):</i>				
Transfer In/(Out)	\$ (46,170)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (46,170)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ 187,936	
Fund Balance - Beginning	\$ -		\$ 53,040	
Fund Balance - Ending	\$ -		\$ 240,976	

VillaMar

Community Development District

Debt Service Fund Series 2019 A1

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 404,975	\$ 404,975	\$ 405,816	\$ 841
Interest	\$ -	\$ -	\$ 11,403	\$ 11,403
Total Revenues	\$ 404,975	\$ 404,975	\$ 417,219	\$ 12,244
Expenditures:				
Interest - 11/1	\$ 145,225	\$ 145,225	\$ 145,225	\$ (0)
Special Call - 11/1	\$ -	\$ -	\$ 20,000	\$ (20,000)
Principal - 5/1	\$ 115,000	\$ 115,000	\$ 115,000	\$ -
Interest - 5/1	\$ 145,225	\$ 145,225	\$ 144,744	\$ 481
Total Expenditures	\$ 405,450	\$ 405,450	\$ 424,969	\$ (19,519)
Excess (Deficiency) of Revenues over Expenditures	\$ (475)		\$ (7,750)	
Fund Balance - Beginning	\$ 150,446		\$ 373,841	
Fund Balance - Ending	\$ 149,971		\$ 366,091	

VillaMar

Community Development District

Debt Service Fund Series 2020 A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 368,900	\$ 368,900	\$ 370,928	\$ 2,028
Interest	\$ -	\$ -	\$ 10,213	\$ 10,213
Total Revenues	\$ 368,900	\$ 368,900	\$ 381,140	\$ 12,240
Expenditures:				
Interest - 11/1	\$ 119,294	\$ 119,294	\$ 119,294	\$ -
Principal - 5/1	\$ 130,000	\$ 130,000	\$ 130,000	\$ -
Interest - 5/1	\$ 119,294	\$ 119,294	\$ 119,294	\$ -
Total Expenditures	\$ 368,588	\$ 368,588	\$ 368,588	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 313		\$ 12,553	
Fund Balance - Beginning	\$ 123,135		\$ 308,615	
Fund Balance - Ending	\$ 123,447		\$ 321,168	

VillaMar

Community Development District

Debt Service Fund Series 2022 A3

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues:				
Assessments - Tax Roll	\$ 174,400	\$ 174,400	\$ 175,288	\$ 888
Assessments - Prepayments	\$ -	\$ -	\$ 139,637	\$ 139,637
Interest	\$ -	\$ -	\$ 5,325	\$ 5,325
Total Revenues	\$ 174,400	\$ 174,400	\$ 320,250	\$ 145,850
Expenditures:				
Interest - 11/1	\$ 71,929	\$ 71,929	\$ 71,929	\$ (0)
Principal - 11/1	\$ 100,000	\$ 100,000	\$ 100,000	\$ -
Interest - 5/1	\$ 56,497	\$ 56,497	\$ 56,497	\$ (0)
Special Call - 5/1	\$ -	\$ -	\$ 50,000	\$ (50,000)
Total Expenditures	\$ 228,426	\$ 228,426	\$ 278,426	\$ (50,000)
Excess (Deficiency) of Revenues over Expenditures	\$ (54,026)		\$ 41,824	
Fund Balance - Beginning	\$ 171,930		\$ 258,978	
Fund Balance - Ending	\$ 117,904		\$ 300,802	

VillaMar

Community Development District Debt Service Fund Series 2022 A4

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23	Variance
Revenues:				
Assessments - Direct	\$ 249,825	\$ 249,825	\$ 124,913	\$ (124,912)
Assessments - Lot Closings	\$ -	\$ -	\$ 124,913	\$ 124,913
Interest	\$ -	\$ -	\$ 8,494	\$ 8,494
Total Revenues	\$ 249,825	\$ 249,825	\$ 258,320	\$ 8,495
Expenditures:				
Interest - 11/1	\$ 104,841	\$ 104,841	\$ 104,841	\$ 0
Principal - 5/1	\$ 80,000	\$ 80,000	\$ 80,000	\$ -
Interest - 5/1	\$ 84,625	\$ 84,625	\$ 84,625	\$ (0)
Total Expenditures	\$ 269,466	\$ 269,466	\$ 269,466	\$ (0)
Excess (Deficiency) of Revenues over Expenditures	\$ (19,641)		\$ (11,146)	
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ (124,913)	\$ (124,913)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (124,913)	\$ (124,913)
Net Change in Fund Balance	\$ (19,641)		\$ (136,058)	
Fund Balance - Beginning	\$ 104,844		\$ 355,857	
Fund Balance - Ending	\$ 85,203		\$ 219,799	

VillaMar

Community Development District Debt Service Fund Series 2023 A5

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending June 30, 2023

	Adopted Budget	Prorated Budget Thru 06/30/23	Actual Thru 06/30/23		Variance
Revenues:					
Interest	\$ -	\$ -	\$ -	\$ -	-
Total Revenues	\$ -	\$ -	\$ -	\$ -	-
Expenditures:					
Interest - 11/1	\$ -	\$ -	\$ -	\$ -	-
Principal - 5/1	\$ -	\$ -	\$ -	\$ -	-
Interest - 5/1	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	-
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ -	-
Other Financing Sources/(Uses):					
Bond Proceeds	\$ -	\$ -	\$ 721,927	\$ 721,927	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 721,927	\$ 721,927	-
Net Change in Fund Balance	\$ -	\$ -	\$ 721,927	\$ 721,927	-
Fund Balance - Beginning	\$ -	\$ -	\$ -	\$ -	-
Fund Balance - Ending	\$ -	\$ -	\$ 721,927	\$ 721,927	-

VillaMar
Community Development District
Combined Capital Project Funds
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

	Series	Series	Series	Series	Series	
	2019 A1	2020 A2	2022 A3	2022 A4	2023 A5	Total
Revenues						
Developer Contributions	\$ 3,630,948	\$ 320	\$ -	\$ (20,496)	\$ -	\$ 3,610,772
Interest	\$ 7	\$ 1,587	\$ 0	\$ 2,336	\$ -	\$ 3,929
Total Revenues	\$ 3,630,955	\$ 1,907	\$ 0	\$ (18,160)	\$ -	\$ 3,614,702
Expenditures:						
Bank Fees	\$ 145	\$ -	\$ -	\$ -	\$ -	\$ 145
Capital Outlay	\$ 3,059,233	\$ (4,875)	\$ -	\$ 170,678	\$ 4,560,864	\$ 7,785,899
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ -	\$ -	\$ 341,675	\$ 341,675
Total Expenditures	\$ 3,059,378	\$ (4,875)	\$ -	\$ 170,678	\$ 4,902,539	\$ 8,127,720
Excess (Deficiency) of Revenues over Expenditures	\$ 571,576	\$ 6,782	\$ 0	\$ (188,838)	\$ (4,902,539)	\$ (4,513,018)
Other Financing Sources/(Uses)						
Bond Proceeds	\$ -	\$ -	\$ -	\$ -	\$ 7,218,073	\$ 7,218,073
Issuance Discount	\$ -	\$ -	\$ -	\$ -	\$ (56,774)	\$ (56,774)
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ 124,913	\$ -	\$ 124,913
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ 124,913	\$ 7,161,299	\$ 7,286,212
Net Change in Fund Balance	\$ 571,576	\$ 6,782	\$ 0	\$ (63,925)	\$ 2,258,761	\$ 2,773,194
Fund Balance - Beginning	\$ (384)	\$ (6,782)	\$ 8	\$ 63,925	\$ -	\$ 56,767
Fund Balance - Ending	\$ 571,192	\$ -	\$ 8	\$ -	\$ 2,258,761	\$ 2,829,961

VillaMar
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 104,256	\$ 376,433	\$ 23,545	\$ 10,964	\$ 964	\$ 2,464	\$ 7,073	\$ 7,902	\$ -	\$ -	\$ -	\$ 533,601
Assessments - Direct Bill	\$ 52,392	\$ -	\$ -	\$ -	\$ 8,337	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,729
Assessments - Lot Closings	\$ -	\$ 33,058	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,058
Boundary Amendment Contributions	\$ -	\$ -	\$ 13,355	\$ -	\$ 3,061	\$ 44	\$ -	\$ -	\$ 20	\$ -	\$ -	\$ -	\$ 16,478
Miscellaneous Income	\$ -	\$ 30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30
Total Revenues	\$ 52,392	\$ 137,344	\$ 389,788	\$ 23,545	\$ 22,362	\$ 1,007	\$ 2,464	\$ 7,073	\$ 7,921	\$ -	\$ -	\$ -	\$ 643,896
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 600	\$ -	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ -	\$ -	\$ -	\$ 4,200
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 3,233	\$ 771	\$ 1,677	\$ 1,739	\$ 2,008	\$ 1,720	\$ 1,669	\$ 1,414	\$ 1,234	\$ -	\$ -	\$ -	\$ 15,464
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ 1,350
Dissemination	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 667	\$ 917	\$ 667	\$ 667	\$ -	\$ -	\$ -	\$ 6,250
Trustee Fees	\$ 2,788	\$ -	\$ 4,041	\$ -	\$ -	\$ -	\$ 7,004	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,832
Management Fees	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ 3,154	\$ -	\$ -	\$ -	\$ 28,390
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ 1,350
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ 900
Postage & Delivery	\$ 61	\$ 18	\$ 167	\$ 279	\$ 153	\$ 503	\$ 144	\$ 162	\$ 111	\$ -	\$ -	\$ -	\$ 1,598
Insurance	\$ 5,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,988
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ 34	\$ 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41
Legal Advertising	\$ 623	\$ -	\$ 364	\$ 680	\$ 8,725	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,392
Other Current Charges	\$ 39	\$ 40	\$ 39	\$ 39	\$ 40	\$ 39	\$ 40	\$ 39	\$ 39	\$ -	\$ -	\$ -	\$ 354
Boundary Amendment Expenses	\$ 2,247	\$ 8,453	\$ 1,231	\$ 1,874	\$ 20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,823
Office Supplies	\$ 3	\$ 3	\$ 1	\$ 1	\$ 5	\$ 4	\$ 4	\$ 6	\$ 1	\$ -	\$ -	\$ -	\$ 29
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 24,228	\$ 13,956	\$ 12,041	\$ 9,283	\$ 15,654	\$ 6,945	\$ 13,782	\$ 7,192	\$ 6,057	\$ -	\$ -	\$ -	\$ 109,137

VillaMar
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Field Expenditures													
Property Insurance	\$ 9,869	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,869
Field Management	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ 1,313	\$ -	\$ -	\$ -	\$ 11,813
Landscape Maintenance	\$ 7,075	\$ 7,075	\$ 7,075	\$ 7,075	\$ 7,075	\$ 7,075	\$ 7,075	\$ 7,075	\$ 7,075	\$ -	\$ -	\$ -	\$ 63,675
Landscape Replacement	\$ 3,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,220
Pond Maintenance	\$ 821	\$ 821	\$ 821	\$ 821	\$ 821	\$ 821	\$ 821	\$ 821	\$ 821	\$ -	\$ -	\$ -	\$ 7,391
Streetlights	\$ 8,352	\$ 8,339	\$ 8,295	\$ 8,404	\$ 7,725	\$ 10,458	\$ 11,573	\$ 11,426	\$ 11,363	\$ -	\$ -	\$ -	\$ 85,935
Electric	\$ 92	\$ 78	\$ 128	\$ 91	\$ 133	\$ 115	\$ 121	\$ 152	\$ 140	\$ -	\$ -	\$ -	\$ 1,050
Water & Sewer	\$ 4,916	\$ 1,128	\$ 511	\$ 733	\$ 2,305	\$ 1,220	\$ 2,625	\$ 3,010	\$ 2,846	\$ -	\$ -	\$ -	\$ 19,295
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,179	\$ 743	\$ 104	\$ 413	\$ 80	\$ 699	\$ 721	\$ 160	\$ 68	\$ -	\$ -	\$ -	\$ 4,166
General Repairs & Maintenance	\$ 11,973	\$ -	\$ -	\$ 2,000	\$ 8,165	\$ -	\$ 2,835	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,974
Contingency	\$ -	\$ -	\$ -	\$ 15,079	\$ 1,392	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,472
Subtotal Field Expenditures	\$ 48,810	\$ 19,498	\$ 18,247	\$ 35,929	\$ 29,009	\$ 21,701	\$ 27,084	\$ 23,957	\$ 23,626	\$ -	\$ -	\$ -	\$ 247,859
Amenity Expenditures													
Amenity - Electric	\$ 1,075	\$ 953	\$ 1,093	\$ 1,077	\$ 1,306	\$ 1,177	\$ 1,012	\$ 1,324	\$ 1,223	\$ -	\$ -	\$ -	\$ 10,239
Amenity - Water	\$ 705	\$ 902	\$ 654	\$ 1,073	\$ 885	\$ 816	\$ 1,013	\$ 979	\$ 1,090	\$ -	\$ -	\$ -	\$ 8,116
Playground & Furniture Lease	\$ 1,079	\$ 1,079	\$ 8,075	\$ 2,475	\$ 2,475	\$ 2,475	\$ 2,475	\$ 2,475	\$ 2,475	\$ -	\$ -	\$ -	\$ 25,082
Internet	\$ 156	\$ 156	\$ 156	\$ 156	\$ 161	\$ 171	\$ 171	\$ 171	\$ 171	\$ -	\$ -	\$ -	\$ 1,465
Pest Control	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50	\$ -	\$ -	\$ -	\$ 450
Janitorial Services	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 550	\$ 850	\$ -	\$ -	\$ -	\$ 5,250
Security Services	\$ 456	\$ 2,306	\$ 2,135	\$ 2,648	\$ 2,363	\$ 3,368	\$ 2,818	\$ 2,705	\$ 2,363	\$ -	\$ -	\$ -	\$ 21,161
Pool Maintenance	\$ 1,750	\$ 1,500	\$ 1,850	\$ 1,850	\$ 2,250	\$ 1,850	\$ 1,850	\$ 2,130	\$ 1,850	\$ -	\$ -	\$ -	\$ 16,880
Amenity Access Management	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ -	\$ -	\$ -	\$ 3,750
Amenity Repairs & Maintenance	\$ 1,549	\$ 203	\$ 3,757	\$ -	\$ 233	\$ -	\$ 700	\$ 130	\$ -	\$ -	\$ -	\$ -	\$ 6,571
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Amenity Expenditures	\$ 7,786	\$ 8,114	\$ 18,735	\$ 10,295	\$ 10,688	\$ 10,873	\$ 11,056	\$ 10,929	\$ 10,488	\$ -	\$ -	\$ -	\$ 98,964
Total Operations & Maintenance	\$ 56,596	\$ 27,612	\$ 36,982	\$ 46,224	\$ 39,697	\$ 32,574	\$ 38,140	\$ 34,886	\$ 34,113	\$ -	\$ -	\$ -	\$ 346,823
Total Expenditures	\$ 80,824	\$ 41,568	\$ 49,023	\$ 55,506	\$ 55,351	\$ 39,518	\$ 51,921	\$ 42,079	\$ 40,171	\$ -	\$ -	\$ -	\$ 455,960
Excess (Deficiency) of Revenues over Expenditures	\$ (28,432)	\$ 95,776	\$ 340,765	\$ (31,961)	\$ (32,989)	\$ (38,511)	\$ (49,457)	\$ (35,005)	\$ (32,249)	\$ -	\$ -	\$ -	\$ 187,936
Other Financing Sources/Uses:													
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (28,432)	\$ 95,776	\$ 340,765	\$ (31,961)	\$ (32,989)	\$ (38,511)	\$ (49,457)	\$ (35,005)	\$ (32,249)	\$ -	\$ -	\$ -	\$ 187,936

VillaMar
Community Development District
Long Term Debt Report

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS AREA 1	
INTEREST RATE:	3.750%, 4.000%, 4.625%, 4.875%
MATURITY DATE:	5/1/2050
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$201,917
RESERVE FUND BALANCE	\$204,198
BONDS OUTSTANDING - 06/25/19	\$7,180,000
LESS: SPECIAL CALL - 08/01/20	(\$290,000)
LESS: SPECIAL CALL - 11/1/20	(\$280,000)
LESS: SPECIAL CALL - 2/1/21	(\$45,000)
LESS: PRINCIPAL PAYMENT - 5/1/21	(\$110,000)
LESS: SPECIAL CALL - 5/1/21	(\$30,000)
LESS: SPECIAL CALL - 8/1/21	(\$65,000)
LESS: SPECIAL CALL - 11/1/21	(\$20,000)
LESS: PRINCIPAL PAYMENT - 5/1/22	(\$110,000)
LESS: SPECIAL CALL - 11/1/22	(\$20,000)
LESS: PRINCIPAL PAYMENT - 5/1/23	(\$115,000)
CURRENT BONDS OUTSTANDING	\$6,095,000

SERIES 2020, SPECIAL ASSESSMENT REVENUE BONDS AREA 2	
INTEREST RATE:	2.625%, 3.200%, 3.750%, 4.000%
MATURITY DATE:	5/1/2051
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$184,450
RESERVE FUND BALANCE	\$184,450
BONDS OUTSTANDING - 11/24/20	\$6,500,000
LESS: PRINCIPAL PAYMENT - 5/1/22	(\$125,000)
LESS: PRINCIPAL PAYMENT - 5/1/23	(\$130,000)
CURRENT BONDS OUTSTANDING	\$6,245,000

SERIES 2022, SPECIAL ASSESSMENT REVENUE BONDS AREA 3	
INTEREST RATE:	3.125%, 3.500%, 4.000%
MATURITY DATE:	11/1/2051
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$85,700
RESERVE FUND BALANCE	\$85,700
BONDS OUTSTANDING - 03/18/22	\$3,040,000
LESS: PRINCIPAL PAYMENT - 11/1/22	(\$100,000)
LESS: SPECIAL CALL - 5/1/23	(\$50,000)
CURRENT BONDS OUTSTANDING	\$2,890,000

SERIES 2022, SPECIAL ASSESSMENT REVENUE BONDS AREA 4	
INTEREST RATE:	3.250%, 3.625%, 4.000%, 4.125%
MATURITY DATE:	5/1/2052
RESERVE FUND DEFINITION	50% MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$124,913
RESERVE FUND BALANCE	\$126,316
BONDS OUTSTANDING - 03/18/22	\$4,295,000
LESS: PRINCIPAL PAYMENT - 5/1/23	(\$80,000)
CURRENT BONDS OUTSTANDING	\$4,215,000

SERIES 2023, SPECIAL ASSESSMENT REVENUE BONDS AREA 5	
INTEREST RATE:	4.875%, 5.625%, 5.750%
MATURITY DATE:	5/1/2053
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE
RESERVE FUND REQUIREMENT	\$553,728
RESERVE FUND BALANCE	\$553,728
BONDS OUTSTANDING - 06/15/23	\$7,940,000
CURRENT BONDS OUTSTANDING	\$7,940,000

VillaMar
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

Gross Assessments \$ 570,860.16 \$ 434,152.08 \$ 396,827.85 \$ 187,527.20 \$ 1,589,367.29
 Net Assessments \$ 530,899.95 \$ 403,761.43 \$ 369,049.90 \$ 174,400.30 \$ 1,478,111.58

ON ROLL ASSESSMENTS

Date	Distribution	Gross Amount	(Discount)/Penalty	Commissions	Interest	Net Receipts	O&M Portion	35.92%	27.32%	24.97%	11.80%	100.00%
								Series 2019 Debt Service	Series 2020 Debt Service	Series 2022 PH3 Debt Service	Total	
11/10/22	10/21/22	\$1,607.56	(\$84.38)	(\$30.46)	\$0.00	\$1,492.72	\$536.04	\$407.81	\$372.73	\$176.14	\$1,492.72	
11/16/22	10/01/22 - 10/31/22	\$6,499.54	(\$259.97)	(\$124.79)	\$0.00	\$6,114.78	\$2,195.82	\$1,670.56	\$1,526.86	\$721.54	\$6,114.78	
11/21/22	11/01/22 - 11/06/22	\$30,059.67	(\$1,202.39)	(\$577.15)	\$0.00	\$28,280.13	\$10,155.39	\$7,726.13	\$7,061.55	\$3,337.06	\$28,280.13	
11/25/22	11/07/22 - 11/13/22	\$287,344.56	(\$11,493.41)	(\$5,517.02)	\$0.00	\$270,334.13	\$97,076.99	\$73,855.28	\$67,502.43	\$31,899.43	\$270,334.13	
11/30/22	1% Fee Adj	(\$15,893.67)	\$0.00	\$0.00	\$0.00	(\$15,893.67)	(\$5,708.60)	(\$4,341.52)	(\$3,968.28)	(\$1,875.27)	(\$15,893.67)	
12/12/22	11/14/22 - 11/23/22	\$100,298.30	(\$4,011.88)	(\$1,925.73)	\$0.00	\$94,360.69	\$33,914.75	\$25,763.46	\$23,552.51	\$11,129.97	\$94,360.69	
12/21/22	11/24/22 - 11/30/22	\$695,050.41	(\$27,801.74)	(\$13,344.97)	\$0.00	\$653,903.70	\$234,865.52	\$178,620.55	\$163,264.46	\$77,153.17	\$653,903.70	
12/23/22	12/01/22 - 12/15/22	\$318,420.91	(\$12,581.44)	(\$6,116.79)	\$0.00	\$299,722.68	\$107,652.73	\$81,872.34	\$74,833.75	\$35,363.86	\$299,722.68	
01/13/23	12/16/22 - 12/31/22	\$69,605.50	(\$2,713.62)	(\$1,337.84)	\$0.00	\$65,554.04	\$23,545.34	\$17,906.76	\$16,367.31	\$7,734.63	\$65,554.04	
02/16/23	01/01/23 - 01/31/23	\$32,905.42	(\$1,757.12)	(\$622.97)	\$0.00	\$30,525.33	\$10,963.92	\$8,338.31	\$7,621.46	\$3,601.64	\$30,525.33	
03/17/23	02/01/23 - 02/28/23	\$2,760.01	(\$22.02)	(\$54.76)	\$0.00	\$2,683.23	\$963.75	\$732.95	\$669.94	\$316.59	\$2,683.23	
04/11/23	03/01/23 - 03/31/23	\$7,001.22	\$0.00	(\$140.02)	\$0.00	\$6,861.20	\$2,464.37	\$1,874.21	\$1,713.08	\$809.54	\$6,861.20	
05/11/23	04/01/23 - 04/30/23	\$17,425.32	\$0.00	(\$348.51)	\$0.00	\$17,076.81	\$6,133.55	\$4,664.71	\$4,263.68	\$2,014.87	\$17,076.81	
05/24/23	Check #31911	\$96.43	\$0.00	\$0.00	\$0.00	\$96.43	\$34.63	\$26.34	\$24.08	\$11.38	\$96.43	
05/24/23	10/01/22 - 03/31/23	\$0.00	\$0.00	\$0.00	\$2,520.06	\$2,520.06	\$905.14	\$688.38	\$629.20	\$297.34	\$2,520.06	
06/16/23	05/01/23 - 05/31/23	\$6,554.05	\$0.00	(\$131.08)	\$0.00	\$6,422.97	\$2,306.96	\$1,754.50	\$1,603.67	\$757.84	\$6,422.97	
06/29/23	06/01/23 - 06/30/23	\$15,894.34	\$0.00	(\$317.89)	\$0.00	\$15,576.45	\$5,594.66	\$4,254.87	\$3,889.08	\$1,837.84	\$15,576.45	
TOTAL		\$ 1,575,629.57	\$ (61,927.97)	\$ (30,589.98)	\$ 2,520.06	\$ 1,485,631.68	\$ 533,600.96	\$ 405,815.64	\$ 370,927.51	\$ 175,287.57	\$ 1,485,631.68	

101%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

2023-01 Revised VMAR Dev LLC					
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund
				\$37,860.97	\$37,860.97
10/4/22	10/1/22	1236	\$19,188.06	\$19,188.06	\$19,188.06
10/4/22	2/1/23	1236	\$9,336.45	\$9,336.45	\$9,336.45
10/4/22	6/1/23	1236	\$9,336.45	\$7,192.44	\$7,192.44
			\$ 37,860.96	\$ 35,716.95	\$ 35,716.95

2023-02 Cunningham Investors LLC					
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund
				\$33,349.39	\$33,349.39
10/4/22	10/1/22	1236	\$16,674.70	\$16,674.70	\$16,674.70
2/8/23	2/1/23	1298	\$8,337.35	\$8,337.35	\$8,337.35
			\$ 8,337.35	\$0.00	\$0.00
			\$ 33,349.40	\$ 25,012.05	\$ 25,012.05

2023-03 DR Horton Inc					
Date Received	Due Date	Check Number	Net Assessed	Amount Received	Series 2022 PH4 Debt Service
				\$124,913.00	\$124,913.00
2/3/23	12/1/22	164320	\$62,456.50	\$62,456.50	\$62,456.50
2/3/23	2/1/23	164320	\$31,228.25	\$31,228.25	\$31,228.25
2/3/23	5/1/23	164320	\$31,228.25	\$31,228.25	\$31,228.25
			\$ 124,913.00	\$ 124,913.00	\$ 124,913.00