

*Bella Tara Community  
Development District*

*Agenda*

*December 17, 2024*

# AGENDA

# *Bella Tara*

## *Community Development District*

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219 E. Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

### REVISED AGENDA

December 10, 2024

Board of Supervisors  
Bella Tara Community  
Development District

Dear Board Members:

The meeting of the Board of Supervisors of the Bella Tara Community Development District will be held **Tuesday, December 17, 2024 at 9:30 a.m. at the Hart Memorial Central Library, Room 120, 211 E. Dakin Avenue, Kissimmee, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the August 27, 2024 Board of Supervisors Meeting and Acceptance of Minutes of the August 27, 2024 Audit Committee Meeting
4. Ratification of Assignment of Contractor Agreement for Bella Tara Phase One Project – Jr. Davis Construction Company, Inc.
5. Ratification of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2024
6. **Consideration of Form of Interlocal Agreement Regarding Kissimmee Park Road Expansion - Added**
7. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Requests #19 - #21
8. Supervisor's Requests
9. Adjournment

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please contact me.

Sincerely,

*George S. Flint*

George S. Flint  
District Manager

Cc: Jere Earlywine, District Counsel  
Christina Baxter, District Engineer

Enclosures

# MINUTES

MINUTES OF MEETING  
BELLA TARA  
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Bella Tara Community Development District was held Tuesday, August 27, 2024 at 1:00 p.m. at the Hart Memorial Central Library, Room 120, 211 E. Dakin Avenue, Kissimmee, Florida.

Present and constituting a quorum were:

Ernesto Mitsumasu	Chairman
Craig Perry <i>by phone</i>	Vice Chairman
Dean Perry	Assistant Secretary
Alex Little	Assistant Secretary

Also present were:

Jason Showe	District Manager
Ashley Ligas <i>by phone</i>	District Counsel
Nicolle Van Valkenburg <i>by phone</i>	District Engineer

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order and called the roll. Three Board members were present in person constituting a quorum. Mr. Perry joined via phone.

**SECOND ORDER OF BUSINESS**

**Public Comment**

Mr. Showe noted that only Board members and staff members were present, so the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of the Minutes of the June 12, 2024 Meeting**

Mr. Showe presented the minutes from the June 12, 2024 meeting. He asked if there were any comments, corrections, or questions. Hearing no changes from the Board, he asked for a motion of approval.

On MOTION by Mr. Craig Perry, seconded by Mr. Little, with all in favor, the Minutes of the June 12, 2024 meeting, were approved as presented.

**FOURTH ORDER OF BUSINESS**

**Acceptance of Audit Committee Recommendation and Selection of Number One Ranked Firm to Provide Auditing Services**

Mr. Showe stated the Audit Committee met earlier and ranked Grau and Associates as the #1 vendor. He recommended the Board accept the ranking and recommendation for Grau. This would allow staff to develop a contract.

On MOTION by Mr. Dean Perry, seconded by Mr. Little, with all in favor, the Recommendation of the Audit Committee for Grau & Associates to Provide Auditing Services, was approved.

**FIFTH ORDER OF BUSINESS**

**Public Hearing**

Mr. Showe stated the public hearing is for adopting the budget. Mr. Showe asked for a motion to open the public hearing.

On MOTION by Mr. Dean Perry, seconded by Mr. Little, with all in favor, Opening the Public Hearing, was approved.

**A. Consideration of Resolution 2024-06 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations**

Mr. Showe stated this resolution will adopt the budget. He added this is like the proposed budget and is fully funded by Developer agreement. He noted \$5,000 will be added and the adjustment will be made.

Mr. Showe noted there were no members of the public present for comment. He asked for comments from the Board, and hearing none the next item followed. Mr. Showe asked for a motion to approve the budget.

On MOTION by Mr. Craig Perry, seconded by Mr. Mitsumasu, with all in favor, Resolution 2024-06 the Fiscal Year 2025 Budget and Annual Appropriations, was approved.

**B. Consideration of Fiscal Year 2025 Developer Funding Agreement**

Mr. Showe stated this budget will be fully funded by developer agreement contributions.

Mr. Showe asked for a motion to approve the agreement.

On MOTION by Mr. Mitsumasu, seconded by Mr. Little with all in favor, the Fiscal Year 2025 Developer Funding Agreement, was approved.

Mr. Showe asked for a motion to close the public hearing.

On MOTION by Mr. Mitsumasu, seconded by Mr. Dean Perry, with all in favor, Closing the Public Hearing, was approved.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

**i. Memorandum Regarding Recently Enacted Legislation**

Ms. Ligas commented on the recently enacted legislation on goals and objectives. Mr. Showe noted this will be covered in the District Manager section.

**B. Engineer**

Ms. Van Valkenburg had nothing to report.

**C. District Manager’s Report**

**i. Adoption of District Goals & Objectives**

Mr. Showe stated new legislation requires Districts to develop goals and objectives that will be measured annually. He added GMS had developed a draft for the District to review and adjust as needed. He noted this is limited to administrative objectives. He stated these must be posted on the website.

The Board member asked if infrastructure and facility maintenance need to be added. Mr. Showe stated they did not.

On MOTION by Mr. Dean Perry, seconded by Mr. Little, with all in favor, the District Goals and Objectives, were approved.

**ii. Balance Sheet and Income Statement**

Mr. Showe presented the unaudited financials. He asked if the Board had any questions, but no action is required.

**iii. Ratification of Funding Requests #16 - #18**

Mr. Showe presented funding requests #14 - #15 which were transmitted to the developer per the funding agreement.

On MOTION by Mr. Mitsumasu, seconded by Mr. Little, with all in favor, Funding Requests #16 - #18, were ratified.

**iv. Approval of Fiscal Year 2025 Meeting Schedule**

Mr. Showe presented the Fiscal Year 2025 meeting schedule. He noted there is a meeting date for Christmas eve and recommended removal of that meeting.

On MOTION by Mr. Dean Perry, seconded by Mr. Little, with all in favor, the Fiscal Year 2025 Meeting Schedule Amended to Remove the Christmas Eve Meeting, was approved.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisor’s Requests**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Dean Perry, seconded by Mr. Little, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman



and the 1990s, the political and administrative structure of the health system has been reformed. The 1990s have been characterized by a process of decentralization, which has been implemented in a number of countries (see Table 1).

Decentralization has been defined as the transfer of authority, responsibility, and resources from the central government to other levels of government (Kaufman 1999). In the health sector, decentralization has been implemented in a number of ways, including the transfer of authority, responsibility, and resources to local governments, the creation of new health organizations, and the restructuring of existing health organizations (Kaufman 1999).

The process of decentralization has been implemented in a number of countries, including Chile, Colombia, Cuba, Ecuador, Guatemala, Honduras, India, Kenya, Mexico, Nicaragua, and Peru. In Chile, the process of decentralization was implemented in 1991, when the health system was restructured into 15 regions. In Colombia, the process of decentralization was implemented in 1991, when the health system was restructured into 19 departments. In Cuba, the process of decentralization was implemented in 1991, when the health system was restructured into 14 provinces.

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MINUTES OF MEETING  
BELLA TARA  
COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of the Bella Tara Community Development District was held Tuesday, August 27, 2024 at 1:00 p.m. at the Hart Memorial Central Library, Room 120, 211 E. Dakin Avenue, Kissimmee, Florida.

Present for the Audit Committee were:

Ernesto Mitsumasu  
Craig Perry *by phone*  
Dean Perry  
Alex Little  
Jason Showe  
Ashley Ligas *by phone*  
Nicole Van Valkenburg *by phone*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Showe called the meeting to order and called the roll. Three Board members were present in person constituting a quorum. Mr. Perry participated by phone.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Mr. Showe noted that there were no members of the public present to provide comment, so the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the June 12, 2024 Meeting**

Mr. Showe presented the minutes of the June 12, 2024 and asked for any questions, comments or changes. The Board had no changes to the minutes.

On MOTION by Mr. Dean Perry, seconded by Mr. Little, with all in favor, the Minutes of the June 12, 2024 Meeting, were approved as presented.
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**FOURTH ORDER OF BUSINESS**

**Review and Ranking of Proposals and Selection of an Auditor**

Mr. Showe stated that one proposal was received from Grau & Associates. He noted they were capable of the job and came in with a lower bid than normal. Mr. Showe made the recommendation to rank Grau as the #1 auditor. He stated the Board had the option to reject the proposal and go out for additional bids.

Mr. Mitsumasu asked if this was a 5 year proposal. Mr. Showe replied that is correct. Mr. Mitsumasu asked if they could cancel any year. Mr. Showe noted at any time the Board could go out for bid or cancel.

On MOTION by Mr. Craig Perry, seconded by Mr. Dean Perry, with all in favor, the Ranking of Proposals with Grau & Associates as the #1 Vendor for Audits, was approved.

**FIFTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Dean Perry, seconded by Mr. Alex Little, with all in favor, the meeting adjourned.

# SECTION IV

**CONSTRUCTION FUNDING AGREEMENT  
(BELLA TARA PROJECT)**

**THIS AGREEMENT** is made and entered into by and between the following parties and to be effective the 18<sup>TH</sup> day of NOVEMBER, 2024:

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Governmental Management Services, 219 E. Livingston Street, Orlando, Florida 32801 ("**District**"); and

**WHALEY FARMS LLC**, a Florida limited liability company, the owner and developer of lands within the boundary of the District, and whose mailing address is c/o Grandview Property Partners, LLC, 1 East Putnam Ave, Third Floor, Greenwich, CT 06830 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Osceola County, Florida, and for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Developer is the owner and/or developer of certain parcels of land in Palm Bay, Florida, located within the boundaries of the District; and

**WHEREAS**, the Developer has entered into a certain site work contract between the Developer and JR Davis Construction Company Inc. ("**Contractor**"), and dated July 11, 2024 ("**Construction Contract**"), a copy of which is attached hereto as **Exhibit A**; and

**WHEREAS**, the Developer assigned the Construction Contract to the District, effective November 15, 2024; and

**WHEREAS**, the Construction Contract includes improvements for the District's "Bella Tara Project" ("**Project**"), which is more fully described in the *Engineering Report*, dated June 27, 2023, as may be modified from time to time); and

**WHEREAS**, the Developer has represented that the Construction Contract was publicly and competitively bid, and that the Construction Contract is solely for public infrastructure comprising a portion of the Project; and

**WHEREAS**, at the Developer's request, the District may in the future and in its sole discretion elect to issue certain tax-exempt, special assessment revenue bonds (together, "**Bonds**") in order to finance a portion of the Project; and

**WHEREAS**, the District does not presently have sufficient funds available to provide for the construction of anticipated improvements and facilities that are a part of the Project; and

**WHEREAS**, in consideration of the Developer promptly providing funds in order to fund the Construction Contract and any related engineering work, the District agrees to enter into this Agreement and accept an assignment of the Construction Contract.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. **FUNDING.** The Developer agrees to make available to the District such monies as are necessary to enable the District to fund, and otherwise proceed with, (i) the Construction Contract (as amended from time to time by any change orders), as well as (ii) any design, engineering, and construction administration associated with the Construction Contract (e.g., any funding needed under the Engineering Contract). The Developer will make such funds available on a monthly basis, and within ten (10) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District. Any funds provided under this Agreement by the Developer may be eligible for repayment by the District to the extent provided for under, and subject to the terms of, the *Acquisition Agreement*, between the parties and dated March 6, 2023.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under the applicable trust indenture for the Bonds caused by the Developer, or any nonpayment of debt assessments securing the Bonds by the Developer, shall be a default hereunder.

4. **ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

5. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

6. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

7. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained

in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**8. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer 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 Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Volusia County, Florida.

**12. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**13. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**14. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**16. 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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]



**IN WITNESS WHEREOF**, the parties execute this Agreement to be effective the day and year first written above.

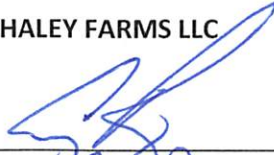
**BELLA TARA COMMUNITY  
DEVELOPMENT DISTRICT**



By: ERNESTO MITSUMASU

Its: CHAIRMAN

**WHALEY FARMS LLC**



By: CRAG PERRY

Its: MANAGER

**Exhibit A:** Site Work Construction Contract

# AIA<sup>®</sup> Document A101<sup>®</sup> – 2017

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

**AGREEMENT** made as of the 11th day of July in the year Twenty Twenty-Four

*(Paragraph deleted)*

**BETWEEN** the Owner:

Whaley Farms, LLC., Limited Liability Company  
15481 SW 12th Street #309  
Sunrise, FL 33326  
Telephone Number: (954) 210-7352

and the Contractor:

JR Davis Construction Company, Inc.  
210 Hangar Road  
Kissimmee, FL 34741  
Telephone Number: (407) 870-0066

for the following Project:

Bella Tara Phase 1 (Whaley Farms)

*(Paragraph deleted)*

The Engineer of Record:

<< Poulos & Bennett, LLC. >> Limited Liability Company  
<< 2602 E Livingston Street, Orlando, FL 32803  
>>  
Telephone Number: (407) 839-4006

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.



**TABLE OF ARTICLES**

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

**ARTICLE 1 THE CONTRACT DOCUMENTS**

§ 1.1 The "Contract Documents" consist of this Agreement, as modified, the General Conditions of the Contract (AIA Document A201-2017), as modified by the parties and attached hereto (the "A201" or "AIA Document A201-2017"), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other exhibits and documents listed in this Agreement or the A201, and Modifications issued after execution of this Agreement, all of which form the "Contract," and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. In the event of any inconsistencies or conflicts within or between parts of the Contract Documents (such as where a term of this Agreement requires a higher standard or condition than terms found in another Contract Document), the Contractor shall promptly notify the Owner and Engineer of Record of same in writing, with a request for information as to how to proceed as to the conflict, but shall proceed with the Work that is unaffected by the conflict. Unless otherwise directed by Engineer of Record or Owner in writing, in such event, Contractor shall be responsible for complying with the most stringent requirement regarding the affected material, equipment and Work and to provide the highest quantity and quality of materials and service indicated in the applicable Contract Documents, at the lowest stated price. Figure dimensions shall take precedence over scaled measurements, large scale details shall take precedence over small scale drawings, and Drawings of a later date shall take precedence over those of an earlier date. Any part of the Work shown on the Drawings but not in the Specifications, or vice versa, shall be considered as part of the Work, the same as though included in both. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

§ 1.2 Notwithstanding anything to the contrary set forth in the Contract Documents, if certain of Contractor's Subcontractors have design-build responsibilities with respect to certain portions of the Work, Contractor agrees that it shall be responsible for not only the construction, but for the design of the portions of the Work for which Contractor or Contractor's Subcontractors are providing design-build services. To the extent that there are errors or omissions in any Drawings or Specifications prepared by Contractor or its Subcontractors or defects in the portions of the Work for which Contractor, its Subcontractors or any of their respective sub-consultants, employees or other lower tiers, have taken on design-build responsibilities, Contractor shall be responsible for such errors, omissions, damages and defects and shall be responsible for performing, at its sole cost and expense, without reimbursement from Owner, such additional work required to correct same.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

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

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall be:

The date of this Agreement.

Init.

User Notes:

(1428898383)

*(Paragraphs deleted)*

§ 3.1.1 Contractor shall ensure that a Notice of Commencement approved and signed by Owner is recorded in the public records of the county in which the Project is located (with copies of the fully executed Contractor’s Payment and Performance Bonds if bonds are required by the Contract Documents), and that a certified copy of the recorded Notice of Commencement (with copies of the fully executed Contractor’s Payment and Performance Bonds if bonds are required by the Contract Documents) is posted in a prominent location at the Project site prior to commencement of any Work. Contractor shall maintain such posting until Final Completion of the Work.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work within the time period set forth below (the "Contract Time"):

*(Paragraph deleted)*

By the following date: (the "Substantial Completion Date")

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: **Pending Permits**

Portion of Work-	Substantial Completion Date
Phase I Improvements	12/31/25

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

§ 3.4 The Contractor shall achieve Final Completion of the Work not later than thirty (30) days following Substantial Completion of the Work (the "Final Completion Date"), subject to adjustments as provided in the Contract Documents.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be

**\$23,719,258.92**

subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Unit prices, if any:

See Exhibit A – Schedule of Values

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraph deleted)*

§ 4.3 Liquidated damages, if any:

Contractor acknowledges and agrees that time is of the essence in completing the Work required hereunder. As such:

- (a) Should the Contractor fail to reach Substantial Completion of the Work by the Substantial Completion Date, as adjusted by approved Change Orders, then liquidated damages will **NOT** be assessed against Contractor

- (b) Should the Contractor fail to reach Final Completion of the Work by the Final Completion Date, as adjusted by approved Change Orders, then liquidated damages will **NOT** be assessed against Contractor

*(Table deleted)*

The parties acknowledge and agree that the actual delay damages which Owner will suffer in the event of a delay in achieving Substantial Completion by the Substantial Completion Date and/or Final Completion of the Work by the Final Completion Date are difficult, if not impossible, to determine and that the liquidated damages described herein shall in no way be deemed a penalty, and are a fair and reasonable estimate of the delay damages which the Owner is expected to suffer in the event of such delay. Owner may deduct any liquidated damages due hereunder from payments due Contractor hereunder. Liquidated damages will be the Owner's exclusive damage remedy for the Contractor's failure to achieve Substantial Completion and/or Final Completion of the Work within the timelines set forth herein, but such damages will in no way limit the Owner's exercise of any other rights and remedies under the Contract or entitlement to damages for any other injury, damage or loss, other than for delay, for which the Contractor may be responsible pursuant to the terms of this Agreement or applicable law, including, without limitation, any termination rights that the Owner may have as a result of such delay. If for any reason the liquidated damages as set forth in this Section are deemed by a court or tribunal of competent jurisdiction to be unenforceable, then notwithstanding anything to the contrary set forth in the Contract Documents, Owner shall be entitled to recover all damages sustained by Owner, including but not limited to actual and consequential damages caused as a result of the Contractor's failure to achieve Substantial Completion and/or Final Completion as set forth herein.

#### § 4.4

*(Paragraphs deleted)*

If the Work is progressing without delay according to the Construction Schedule, Owner may for any reason request acceleration of the Work by means of overtime, additional crews, additional shifts, or re-sequencing of the Work ("Acceleration"), and Contractor agrees to promptly perform same on the basis of reimbursement of the actual, direct increased costs caused by such Acceleration (i.e., premium portion of overtime pay, additional crew or shift cost). Contractor expressly waives any other compensation for the Acceleration. Notwithstanding the foregoing, and without limiting the rights and remedies that Owner has elsewhere in this Contract, if: (i) the Work, or any portion thereof, falls more than two (2) weeks behind the Construction Schedule, or (ii) Owner or Engineer of Record, in their sole and absolute discretion, determine that the Work has failed to progress to a level of completion necessary to achieve Substantial Completion by the Substantial Completion Date (each an "Extraordinary Measures Trigger"), then Owner may, at its option but not obligation, direct Contractor to accelerate the performance of the Work and to take all additional corrective measures necessary to expedite the performance of the Work, including, without limitation (1) working additional shifts of overtime, (2) supplying additional manpower, equipment, and facilities and (3) other similar measures as necessary to achieve Substantial Completion by the Substantial Completion Date (collectively, "Extraordinary Measures"). If Owner directs Contractor to perform Extraordinary Measures, then Contractor shall promptly commence to do so and shall continue to perform Extraordinary Measures until the Work progresses to a level of completion necessary to achieve Substantial Completion by the Substantial Completion Date. If the Extraordinary Measures Trigger arises from events caused solely by Owner, Owner shall pay to Contractor the costs of Extraordinary Measures; in all other instances, Contractor shall pay for the costs of Extraordinary Measures and shall not be entitled to and shall not seek any compensation or reimbursement whatsoever for the costs of Extraordinary Measures.

*(Table deleted)*

*(Paragraphs deleted)*

### ARTICLE 5 PAYMENTS

#### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Engineer of Record by the Contractor and Certificates for Payment issued by the Engineer of Record, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Engineer of Record not later than the 10<sup>th</sup> day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30<sup>th</sup> day of the following month. If an Application for Payment is received by the Engineer of Record after the application date fixed above, payment of the

amount certified shall be made by the Owner not later than forty-five ( 45 ) days after the Engineer of Record receives the Application for Payment.

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Owner and Engineer of Record may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.5.1** In addition to other required items, in order to be considered by Owner, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to the Owner and in compliance with applicable laws of the state in which the Project is located:

(a) A current sworn statement from the Contractor listing all first tier Subcontractors and suppliers and, if known, other lower tiered sub-subcontractors, suppliers and laborers for whom the current Application for Payment includes a request for payment, and the amount requested in the current Application for Payment for each such entity;

(b) A current list of all Subcontractors, sub-subcontractors, suppliers and other lower tiers from whom Contractor has received a Notice to Owner, including the name of the entity providing notice, the name of its "customer" listed in the notice, and the date of the notice;

(c) Commencing with the first Application for Payment submitted by the Contractor and for each Application for Payment thereafter, duly executed conditional partial construction lien releases dated through the end of the current draw period from Contractor and each Subcontractor, supplier and other lower tier who has provided labor, materials or services to the Project through the date of the current Application for Payment, in the forms attached hereto as composite Exhibit E ("Forms of Conditional Partial Waivers and Releases of Lien") or such other form agreed to by Owner, or as otherwise required by Owner's Lender (if any) and an interim Contractor's affidavit in the form attached hereto as Exhibit E;

(d) Commencing with the second Application for Payment submitted by the Contractor and for each Application for Payment thereafter, duly executed unconditional partial construction lien releases dated through the end of the prior draw period from Contractor and each Subcontractor, supplier and other lower tier who has provided labor, materials or services to the Project through the date of the preceding Application for Payment, in the forms attached hereto as composite Exhibit E ("Forms of Unconditional Partial Waivers and Releases of Lien"), or such other form agreed to by Owner, or as otherwise required by Owner's Lender (if any);

(e) an updated list of all Change Orders and Construction Change Directives (together with the status of such Change Orders and Construction Change Directives (responses, approvals, rejections or modifications));

(f) copies of the minutes for the Project team (Owner, Engineer of Record and Contractor) meetings for that draw period;

(g) a report of all Requests for Information and submittals submitted to Owner and/or Engineer of Record during that draw period and responses thereto;

(h) copies of field photographs of the Project (which shall be taken no less than one time per month);

(i) Contractor's Daily Construction Reports each day included within the draw period. Contractor shall record the progress of the Project on a daily basis containing a detailed record for each day of weather, portions of the Work in progress, number of workers on Project site, identification of equipment on Project site, record of deliveries, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner; and

(j) Such other information, documentation, and materials as the Owner, its Lender or Engineer of Record may reasonably require.

Notwithstanding anything to the contrary set forth in this Section § 5.1.5.1, to the extent that any Subcontractor, supplier or other lower tier from whom a conditional or unconditional partial construction lien release is otherwise required by this Section has previously provided an unconditional final construction lien release and has not performed any additional labor, materials, equipment or services to the Project since such submittal, the foregoing conditional and unconditional lien releases will not be required.

**§ 5.1.5.2** If any of the Subcontractors, suppliers or other lower tiers under the Contractor who are entitled to assert a lien against the Owner's property or the Project refuse to furnish a release or waiver required by the Contract Documents, payment may be withheld by Owner on account thereof while the remainder of an approved Application for Payment is paid.

**§ 5.1.5.3** The Application for Payment shall be itemized by operations completed in accordance with the Schedule of Values. Such Application shall be notarized and shall be on the AIA G702 and G703 form or such other form as required by or acceptable to Owner and Owner's Lender (if any). Each item shall show its total scheduled value, value of previous applications, value of the application, percentage completed, value completed and value remaining to be completed. Values for materials and equipment stored offsite shall be shown in a separate column. All blanks and columns must be filled in including every percentage completed figure.

**§ 5.1.5.4** It is understood that each Application for Payment shall constitute a certification and representation by the Contractor to the Owner that: (a) the construction has progressed to the point indicated; (b) the quality of the Work covered by the application is in accordance with the Contract Documents; (c) there are no liens or claims outstanding or known to exist at the date of the Application for Payment; (d) all due and payable bills with respect to the Work have been paid to date or included in the amount requested in the current Application for Payment, and there is no known basis for the filing of any construction liens or claims or any other lien or claim on the Work or the Project; (e) duly executed waivers and releases have been obtained from all Subcontractors, suppliers and other lower tiers for Work performed and materials furnished through the date of payment and in accordance with the Contract Documents; (f) the Contractor is entitled to payment in the amount requested; (g) such Application for Payment represents a just estimate of cost reimbursable to Contractor under the terms of the Contract Documents, and (h) such Application for Payment has not been front-end-loaded either by Contractor or by any of its Subcontractors.

**§ 5.1.5.5** Contractor shall submit to the Owner before the first Application for Payment all certificates or policies of insurance required by the Contract Documents and a listing of all subcontracts awarded at that time, if any.

**§ 5.1.5.6** Owner shall not be obligated to make any payment(s) to Contractor if any one or more of the following conditions exist: (a) Contractor has failed to perform its obligations under the Contract or otherwise is in default under the Contract; (b) if any part of such payment is attributable to Work which does not conform to the Contract Documents; however, payment shall be made as to the part thereof attributable to the portion of the Work which does conform to the Contract Documents; (c) if Contractor has failed to make payments promptly to a Subcontractor or for material or labor used in the Work, except if such failure is the direct result of Owner's failure to pay Contractor an amount properly due in accordance with the Contract Documents; or (d) if Contractor has failed to furnish to Owner the appropriate affidavits, lien releases and satisfactions required by this Agreement.

**§ 5.1.5.7** Contractor shall not request, in its Applications for Payment to Owner, any amounts for Subcontractor, supplier or other lower tiers from whom it intends to withhold such payment. If Contractor receives payment from Owner which is attributable to a Subcontractor, supplier or other lower tier from whom Contractor intends to withhold payment, Contractor shall promptly return that portion of the payment to Owner. Once the reason for withholding is resolved, Contractor shall request such amounts from Owner in its next Application for Payment (or such earlier date as may be agreed upon by the parties).

**§ 5.1.5.8** Progress payments will not constitute acceptance by the Owner of such Work in place or stored materials, nor will any such payment be construed as a waiver of any right or claim by the Owner regarding such Work or stored materials.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

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- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Engineer of Record determines, in the Engineer of Record's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Engineer of Record has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Engineer of Record may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Ten percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

N/A

*(Paragraphs deleted)*

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum (except as otherwise set forth in the Contract Documents) for the entire Work, shall be made by the Owner to the Contractor within thirty (30) days following the date that all of the conditions precedent to Final Completion (as set forth below) have been fully satisfied by Contractor. "Final Completion" means that all of the following conditions precedent have been fully satisfied:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 a final Certificate for Payment has been approved by the Engineer of Record;
- .3 Contractor has delivered to Owner Contractor's duly executed final sworn affidavit in the form attached hereto as Exhibit E ("Contractor's Final Affidavit") for the entire Work, plus conditional final waivers and releases of lien duly executed by Contractor and each Subcontractor, supplier and other lower tier who provided labor, services, materials or equipment to the Project, including, but not limited to, those who served a Notice to Owner, in the forms attached hereto as Exhibit E ("Forms of Conditional Final Waivers and Releases of Lien");
- .4 Contractor has delivered to Owner recorded satisfactions of lien for any claims of lien recorded on account of





the Work (unless transferred to bond by Contractor), and such other reasonable affidavits, waivers and releases as Owner may reasonably require in order to assure lien-free completion of the Work, including any equitable lien claims;

- .5 Contractor has completed its final site clean-up, including, without limitation, removal of all excess materials and miscellaneous debris, supplies, equipment and trailers and all temporary utilities are disconnected;
- .6 Contractor has delivered to Owner the minutes from all meetings;
- .7 Contractor has delivered to Owner all monthly progress photos;
- .8 Contractor has provided Owner with an affidavit stating that the Project has been completed in accordance with the Construction Documents;
- .9 Contractor has provided Owner with one (1) complete set of Change Orders in such format (hard copy or electronic) as Owner reasonably requires;
- .10 Consent of surety and Owner’s Lender, if any, to the making of final payment;
- .11 all of the Work may be utilized in the ordinary course of the intended purpose for such improvements, have passed all governmental inspections and Owner has received beneficial occupancy of the Work;
- .12 all governmental or other final approvals and permits required for the Work and for which Contractor is responsible have been obtained from the applicable governing jurisdictions, including a final certificate of completion or occupancy for the entire Work; and
- .13 Contractor has complied with all other requirements of the Contract Documents, and any other reasonable requirements of Owner, its Lender or Engineer of Record for Final Completion and/or the disbursement of such final payment for the entire Work; and

Notwithstanding anything to the contrary in the Contract Documents, within ten (10) days after receipt of final payment from Owner, Contractor shall deliver to Owner duly executed unconditional final lien releases and waivers from Contractor and all Subcontractors, suppliers and other lower tiers who provided labor, services, materials or equipment to the Project, including, but not limited to, those who served a Notice to Owner, in the forms attached hereto as Exhibit E ("Forms of Unconditional Final Waivers and Releases of Lien"). However, to the extent that any Subcontractors, suppliers, sub-subcontractors, laborers or other lower tiers have previously provided an unconditional final construction lien release and have not performed any additional labor, materials, equipment or services to the Project since such submittal, an additional unconditional final lien release will not be required.

*(Paragraphs deleted)*

**§ 5.3 Interest**

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

N/A

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Engineer of Record will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(Paragraphs deleted)*

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Paragraph deleted)*

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[ X ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

*(Paragraphs deleted)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction in a court of law located in the county in which the project is located. To the fullest extent permitted by the law, owner and contractor each irrevocably, unconditionally, knowingly and intentionally waves their right to trial by jury.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

Alex Little, COO  
15481 SW 12th Street #309  
Sunrise, FL 33326  
Telephone Number: (954) 210-7352  
Email Address: ALittle@centerlineca.com

§ 8.3 The Contractor’s representative:

David Kovacs, Project Manager  
David.Kovacs@jr-davis.com  
210 Hangar Road  
Kissimmee, FL 34741  
Telephone Number: (407) 870-0066

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in Exhibit D.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017

**§ 8.6**

*(Paragraphs deleted)*

**Flow Down.** Contractor shall cause this Contract to be incorporated by reference in all agreements entered into between it and its Subcontractors, such that the terms and conditions of this Contract applicable to the Subcontractors (including, but not limited to, those relating to insurance, indemnity, warranty, ownership of documents, correction of work, assignments and the standard of care) flow down to and bind all Subcontractors, whether specifically required or not by any provision of the Contract Documents.

§ 8.7 **Negotiation.** This Contract is a negotiated document, and in the event of any dispute between the parties, this Contract

will not be construed against either party by virtue of any alleged author.

**§ 8.8 Severability.** If any term or provision of this Contract, or the application thereof to any person or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Contract or the application of this Contract to persons or circumstances other than those against whom or which such term or provision is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Contract shall be valid and enforceable to the fullest extent permissible by law.

**§ 8.9 Counterparts.** This Contract may be executed in multiple counterparts, each of which will be deemed an original Contract and all of which together will constitute one Contract. This Contract may be executed by electronic, facsimile or e-mail signature, which shall, for all purposes, serve as an original executed counterpart of this Contract.

**§ 8.10 Licensure.** The Contractor represents and warrants that Contractor is (and its Subcontractors and any other entity retained by Contractor to perform any portion of the Work will be) authorized to do business in the state in which the Project is located and properly licensed as required by any applicable governmental authorities having jurisdiction over it and over the Work and the Project.

**§ 8.11 WAIVER OF JURY TRIAL. IN ANY LITIGATION THAT MAY ARISE OUT OF OR RELATED TO THE CONTRACT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THE CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE OWNER AND THE CONTRACTOR TO ENTER INTO THIS CONTRACT.**

**§ 8.12 Construction Liens.** Contractor shall, within five (5) days following the date of recording of any construction lien or the making of any claim of non-payment by any Subcontractor, supplier or other lower tier working for or through the Contractor with respect to the Work or the Project, at no increase to the Contract Sum: (a) cause such liens or claims to be settled and satisfied and, as to any lien, record a satisfaction of lien in a form satisfactory to the Owner and Owner's Lender (if any); or (b) cause such lien to be transferred to bond in accordance with the requirements of applicable laws to clear the cloud on title created by the lien, and (c) indemnify, defend and hold harmless Owner and other Indemnified Parties (as defined in the Contract Documents) for all costs, including, but not limited to, attorney's fees and expert fees, regarding such lien or claim of non-payment, together with interest on the same from the date any such cost was paid by Owner until reimbursed by Contractor at the rate of interest provided herein. If the Contractor does not discharge or satisfy any claim of non-payment or lien asserted, recorded or filed in connection with the Project as required herein, the Owner shall have the right, but not the obligation, to pay all sums necessary to so discharge or satisfy such claim or lien and to require the Contractor to immediately reimburse such sums to the Owner, as applicable, or to off-set such sums from amounts due to the Contractor and to reduce the Contract Sum accordingly. If, after all payments due hereunder are made, any claim or lien remains unsatisfied and/or unbonded, or any costs incurred by the Owner in connection with the discharge or satisfaction of a claim or lien have not been reimbursed by the Contractor (or at Owner's option deducted from the Contract Sum), the Contractor shall refund to the Owner, as applicable, forthwith upon demand, all monies that the Owner may pay, or has paid, to discharge or settle any claim or lien in connection with the Project, including reasonable attorneys' fees and costs incurred in connection therewith, together with interest at the rate set forth herein. With regard hereto, the Contractor, at the Contractor's sole expense shall defend, indemnify and hold the Owner and other Indemnified Parties harmless against all such claims of non-payment and liens, and any and all actions, lawsuits, or proceedings brought against the Owner and other Indemnified Parties in connection with such claims or liens. This provision shall survive the expiration or termination of this Contract for any reason.

**§ 8.13 Headings.** The headings contained in the Contract Documents are inserted only for convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

**§ 8.14 Signage.** Contractor agrees that neither it nor any of its subordinate entities nor any of their personnel shall place or

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cause to be placed any sign or signage on any portion of the Project site, including, but not limited to, cranes, fences, buildings (temporary or permanent), without Owner's prior written permission which may be withheld in its sole and absolute discretion. In placing any Owner-approved signage, Contractor, at its sole cost, shall obtain approval from and comply with all regulations relating thereto imposed by Owner and any entity with jurisdiction over the Project. Owner reserves the right to place its signage on portions of the Project site, including, but not limited to, cranes, fences, and buildings, to the extent that such placement does not unreasonably hinder performance of the Work or create a safety hazard.

**§ 8.15 Entire Agreement.** The Contract Documents contain the entire understanding between the parties concerning the Project. No changes to the provisions of the Contract Documents shall be binding upon the parties unless made in writing and signed by Owner and Contractor, and no act or failure to act by either party shall constitute, or be deemed to constitute, a waiver of any provision of the Contract Documents, unless expressly provided herein.

**§ 8.16 Staging, Access and Storage Area.** Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits and this Contract, and shall not unreasonably encumber the Project site with any materials or equipment. Contractor shall use only the area(s) of the Project site approved by Owner for its temporary offices (if any), storage, construction staging, parking and access ways to and from the Project site.

**§ 8.17 Joint Checks.** If the Owner deems it reasonably necessary, the Owner reserves the right, at its sole option, after providing written notice to Contractor, to have checks, drafts or instruments of payment made payable jointly to the Contractor and any and all Subcontractors, suppliers and laborers, but issuance of any joint check pursuant to this provision shall not create any contractual, third party beneficiary, or other relationship between Owner and such persons or entities.

**§ 8.18 Lender Requirements.** Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor agrees to comply with the reasonable requirements of any lenders (collectively, "Lender") from whom the Owner obtains, or attempts to obtain, financing for the Project (the "Project Financing"). This includes, without limitation, reasonable requirements for the making of any payments due under the Agreement and for the execution and/or delivery of documentation in form acceptable to Owner and Lender with respect to the construction of the Project (e.g., consents and will serve letters or similar recognition agreements binding the Contractor to continue and complete performance under the Agreement in the case of a default by the Owner under any such loan, contingent assignments of the Agreement and subcontracts, current financial statements, certificates warranting that the Work has been constructed in accordance with the Contract Documents and all applicable laws to the date of such certification and that the Work will be substantially completed on or before the expiration of the Substantial Completion Date, and/or the date for Final Completion, etc.). The Contractor hereby waives all claims against the Owner, if any, due to any reasonable delay in the making of any payments under the Agreement on account of the Lender's refusal to process payment as a result of the Contractor's failure to comply with the Contract Documents. In addition, if it becomes necessary in connection with any Project Financing to suspend the Work to satisfy the requirements of the Lender(s) and/or comply with the provisions of Section 713.132, Florida Statutes, the Contractor shall cooperate by stopping the Work as directed, and by providing the waivers, releases, subordinations and other documents reasonably required by the Owner, its Lender or as otherwise necessary to comply with Section 713.132, Florida Statutes, from the Contractor and Subcontractors, sub-subcontractors and material suppliers, and subsequently recommencing the Work. Moreover, in the event that Owner is required to pay Contractor any Retainage being held at the time a Notice of Termination of Notice of Commencement is recorded in order to satisfy the requirements of Section 713.132, Florida Statutes (the "Early Released Retainage"), then (a) if approved by the Lender and its title company, such Retainage shall be placed into escrow by the parties with a mutually agreeable escrow agent; or (b) if paid out by Owner, then upon recommencement of the Work under a new Notice of Commencement, Contractor shall credit Owner the amount of the Early Released Retainage in its first Application for Payment following recommencement. The Lender may have the right to approve subcontracts for the Work prior to execution by the Contractor. As such, upon the Contractor's receipt of any request from the Owner or the Lender for any form of subcontract, the Contractor shall promptly provide a copy of same to the Owner. All subcontracts shall be assignable to the Owner and the Lender and may be assumed by the Owner and/or the Lender in the event of any termination of the Agreement, all at the option of the Owner and/or the Lender. All subcontracts shall provide that they are terminable by the Owner and/or the Lender in the event that the Agreement is terminated without additional costs beyond that actually incurred to the date of termination.

**§ 8.19 Subordination.** In the event that a Lender is used, then to the extent permitted by applicable law, the Contractor will subordinate any construction liens that it may have or acquire hereunder as to the Work, or to the land on which the Work is located to the Owner's Lender's liens securing payment of sums now or hereafter borrowed from Lender by the Owner for the Work and the land. Contractor shall also ensure that all of its Subcontractors and other lower tiers subordinate their lien rights,

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if any, to the Owner's Lender's liens securing payment of sums now or hereafter borrowed from Lender by the Owner for the Work and the land. At the request of the Owner, the Contractor shall execute, and shall cause its Subcontractors and other lower tiers to execute, such additional documents as may be reasonably requested from time to time by the Owner to give effect to the provisions hereof.

**§ 8.20 Survival.** All matters that relate to the termination or expiration of this Contract, or that in the normal course would not occur or be effectuated until after such termination or expiration of this Contract, as well as all rights and obligations of the parties pertaining thereto (including, but not limited to, those relating to insurance, indemnity, warranty, ownership of documents, correction of work, assignments and the standard of care) will survive any termination or expiration of this Contract, and will be given full force and effect notwithstanding any termination or expiration of this Contract, but such survival will not operate to extend any applicable statute of limitations.

**§ 8.21 Recourse.** The Contractor's recourse against Owner under this Contract shall be limited to Owner's interest in the Project, and the Contractor shall have no other recourse to any assets of any partner, member, manager, director, officer, affiliate, employee or other representative of Owner, for the satisfaction of the Owner's obligations hereunder.

**§ 8.22 No Waiver.** No provision of the Contract Documents shall be deemed to have been waived by Owner, either expressly, impliedly, or by course of conduct, unless such waiver is in writing and signed by the Owner, which waiver will apply only to the matter described in the writing and not to any other rights of the Owner or to any future waiver or a subsequent waiver as to the nature of the current matter.

**§ 8.23 Prevailing Party Attorneys' Fees.** In the event of any dispute arising under, or in connection with, this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees, and costs, from the non-prevailing party, at the hearing, pre-trial, trial, post-trial and appellate levels. This provision shall survive termination of the Contract.

**§ 8.24 Confidentiality.** The Contractor agrees that all knowledge and information not already considered within the public domain or labeled as confidential by the Owner which the Contractor may acquire by virtue of the performance of services hereunder, will for all time and for all purposes be regarded by the Contractor as strictly confidential and held by the Contractor in confidence and shall not be disclosed to anyone without Owner's prior written consent to such disclosure. The Contractor expressly acknowledges and agrees that a breach of any of the terms and conditions of this Section would result in irreparable harm to the Owner and that money damages would not be a sufficient remedy for any such breach. Accordingly, in the event of a breach or threatened breach by the Contractor of the foregoing confidentiality provisions, and in addition to any other remedy provided herein or by law or in equity, the Owner shall be entitled to appropriate equitable relief, including injunctive relief and specific performance, in any court of competent jurisdiction. The Contractor shall bind its Subcontractors and employees to comply with the provisions of this Section.

**§ 8.25 Review of Information.** Prior to the execution of this Contract, the Contractor evaluated the Project site, reviewed all reports and investigations of the Project site and satisfied itself as to the conditions and limitations under which the Work is to be performed, including, without limitation: (a) the location, condition, layout and nature of the Project site and surrounding areas; (b) anticipated labor supply and costs; and (c) availability and cost of materials, tools and equipment. Execution of the Agreement by the Contractor is a further representation that the Contractor: (1) has fully and thoroughly reviewed all of the Contract Documents, (2) has checked such Contract Documents for coordination, including, but not limited to, dimensions and Constructability, (3) fully understands the required means, methods, techniques and sequences to complete the Work in accordance with the intent of the Contract Documents, within the schedule required by the Owner (including, but not limited to, the Contract Time and by the Final Completion Date) and within the Contract Sum, and (4) has visited the Project site, become familiar with local conditions under which the Work is to be performed (including typical local adverse weather conditions) and correlated personal observations with requirements of the Contract Documents. Contractor shall review all reports and information provided to it by Owner, and if Contractor knows that such reports or information are incomplete or if Contractor knows it needs any additional information to provide services and Work, Contractor shall promptly notify Owner in writing. Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to have complied with the requirements of this Section. The Owner's review and/or approval of any documents provided or service performed by Contractor or anyone for whom Contractor may be responsible shall not relieve Contractor of its responsibilities under this Contract or under applicable law, and Contractor specifically waives any right to assert a claim against Owner or to assert a defense to any claim by the Owner against Contractor based upon the Owner's review and/or approval of any documents provided or services performed by Contractor or anyone for whom Contractor may be responsible.

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**§ 8.26 Contractor's Representations.** The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the Final Completion of the Work:

- (a) Contractor and its Subcontractors are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;
- (b) Contractor is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder;
- (c) Contractor and its Subcontractors are authorized to do business in the state in which the Project is located and properly licensed as required by any applicable governmental authorities having jurisdiction over it and over the Work and the Project;
- (d) Contractor's execution of this Contract and its performance thereof is within its duly authorized powers;
- (e) Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and it will perform the Work with the care, skill, and diligence of such a contractor; and
- (f) Contractor is not engaged in a liability suit that could diminish the Contractor's available insurance coverage below those minimum amounts required by the Contract Documents.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations, and performance hereunder. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

**§ 8.27 Ownership of Documents.** All documents and information (including, but not limited to, plans, memoranda, notes, schedules, minutes, drawings, sketches, electronic data, contract documents, etc.) prepared by Contractor or any of its Subcontractors, suppliers or other lower tiers, and/or provided to Contractor in connection with the Project, shall at all times be and remain the sole and exclusive property of Owner, subject to any applicable third-party rights such as those of software licensors and excluding Contractor's name, logo, and other intellectual property of Contractor which existed prior to entering into this Contract. Upon the termination of this Contract, Contractor shall deliver to Owner all such documents and information. This provision shall survive any expiration or earlier termination of this Contract.

**§ 8.28 Key Personnel.** Contractor hereby designates \_\_\_\_\_ David Kovacs, Project Manager \_\_\_\_\_ as the Contractor's key personnel for the Project (the "Key Personnel"), and shall not change or reassign the Key Personnel without the prior written approval of Owner (unless requested by Owner in writing), or unless the Key Personnel ceases to be employed by Contractor or its constituent firms. The Key Personnel shall be primarily responsible for the Work required under this Agreement. Contractor shall be fully responsible to Owner for the Work rendered by such Key Personnel, as well as all of Contractor's employees, Subcontractors, and other persons and entities working for or through Contractor, at all tiers.

**§ 8.29 Contract Administration.** Notwithstanding anything to the contrary set forth in the Contract Documents, Owner reserves the right to perform any of the contract administration obligations designated for the Engineer of Record in this Agreement and/or the A201 by itself or through its Owner's Representative, except to the extent that any such obligations are required by applicable law to be performed by a duly licensed architect.

**§ 8.30 Governmental Requirements.** As part of its Work, Contractor will attend federal, state and local meetings related to obtaining the normal and customary permits and approvals in connection with the construction of the Project. Contractor will also submit the Drawings, Specifications and other documents, as necessary, to governmental authorities and agencies having jurisdiction over the Project in order to obtain approval for the Project.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A - Schedule of Values
- .3 Exhibit B - Construction Schedule
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .5 Exhibit C - Insurance Requirements / Certificate(s) of Insurance
- .6 Exhibit D - Form Waivers and Releases of Lien and Contractor’s Payment Affidavits
- .7 Drawings:

Number	Sheet Id.	Sheet Title	Title Date 2/15/24
	C0.01 - C0.04	General Notes	
	C0.05	Existing Conditions - Soils & Floodplain	
	C0.06	Existing Conditions - FLUCFCS	
	C0.07	Soil Borings	
	C0.08 - C0.09	Demolition Plan	
	C0.10 - C0.11	Existing Conditions - Survey	
	C1.00	Erosion Control/SWPPP & Details	
	C2.00	Master Site Plan & Site Data	
	C2.01	Place Type Plan	
	C4.00	Overall Grading & Drainage Plan	
	C4.10 - C4.18	Grading & Drainage Plan	
	C4.20 - C4.23	Typical Roadway Sections	
	C4.25 - C4.26	Grading Sections & Details	
	C4.50 - C4.57	Ponds & Control Structure Details	
	C5.00	Overall Utility Plan	
	C5.10 - C5.17	Utility Site Plan	
	C5.20	Utility Asset Table	
	C6.00 - C6.36	Plan & Profiles	
	C7.00 - C7.07	Signage, Striping & Sight Distance Plan	
	C8.00	Intersection Improvement Plan	
	C8.10 - C8.13	Cross Sections	
	C8.50 - C8.57	Fire & Garbage Truck Movement Plan	
	C9.20 - C9.21	TWA Construction Details	
	C9.22	TWA Construction Notes	
	C9.40 - C9.43	TWA Lift Station Details	
	C9.50	City Of St. Cloud Details	
	LS-100 - LS-100.1	Overall Landscape Site Plan	
	LS-101 - LS-102	Landscape Notes & Specifications	
	LS-205 - LS-213	Landscape Plan	
	LS-220 - LS-245	Landscape Plan	
	LS-401 - LS-402	Landscape Shrub Schedule	
	LS-501 - LS-502	Landscape Details	
	HS-601 - HS-670	Hardscape Details	

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

*(Row deleted)* DocuSigned by:  
*Alex Little* 7/11/2024  
DF146A638CDA435...

**OWNER** *(Signature)*  
Alex Little, COO  
*(Printed name and title)*

DocuSigned by:  
*JR Davis* 7/11/2024  
4A49423C6088473...

**CONTRACTOR** *(Signature)*  
Jr. Davis, President  
*(Printed name and title)*



**EXHIBIT A**  
**SCHEDULE OF VALUES**

Job Number

Cost Code	ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
		<b>***GENERAL CONDITIONS***</b>				
7-04-0001	1100	Mobilization	1.00	LS	24,000.00	24,000.00
7-04-0001	1200	Construction Survey / Layout	1.00	LS	243,750.00	243,750.00
7-04-0001	1300	Certified As-builts	1.00	LS	37,500.00	37,500.00
7-04-0001	1500	Maintenance of Traffic	1.00	LS	1,125.00	1,125.00
		<b>GENERAL CONDITIONS TOTAL</b>				<b>306,375.00</b>
		<b>***SITE PREPARATION***</b>				
7-04-0005	1800	Construction Entrance	1.00	EA	6,800.00	6,800.00
7-04-0005	1900	Single Row Type III Silt Fence	10,850.00	LF	4.68	50,778.00
7-04-0005	2000	Double Row Type III Silt Fence	7,530.00	LF	9.30	70,029.00
7-04-0005	2100	Inlet Protection	135.00	EA	108.00	14,580.00
7-04-0005	2200	Remove Barbed Fence	9,845.00	LF	3.85	37,903.25
7-04-0005	2300	Remove Storm Pipe	196.00	LF	39.00	7,644.00
7-04-0005	2500	Clear & Grub	144.94	AC	2,325.00	336,985.50
7-04-0005	2830	Site Dewatering	1.00	LS	135,000.00	135,000.00
		<b>SITE PREPARATION TOTAL</b>				<b>659,719.75</b>
		<b>***EARTHWORK***</b>				
7-04-0060	3100	Excavation	659,712.00	CY	2.85	1,880,179.20
7-04-0060	3300	Embankment	659,712.00	CY	0.71	468,395.52
7-04-0060	3600	Grade Pond Slope	77,079.00	SY	0.39	30,060.81
7-04-0060	3700	Grade 4:1 Slope	7,144.00	SY	0.39	2,786.16
7-04-0060	3800	Grade Right-of-Way	51,216.00	SY	1.72	88,091.52
7-04-0060	4000	Grade Swale	5,269.00	SY	2.30	12,118.70
7-04-0060	4100	Grade Lots	160,765.00	SY	0.30	48,229.50
7-04-0060	4200	Grade Tract / Easement	49,335.00	SY	0.30	14,800.50
7-04-0060	4250	Mass Grading - Future School & Future Phase Areas	205,662.00	SY	0.29	59,641.98
7-04-0060	4300	Sod Pond Slope	77,079.00	SY	3.39	261,297.81
7-04-0060	4400	Sod 4:1 Slope	7,144.00	SY	3.39	24,218.16
7-04-0060	4500	Sod right-of-Way	18,618.00	SY	3.39	63,115.02
7-04-0060	4700	Sod Swale	5,269.00	SY	3.39	17,861.91
7-04-0060	4800	Seed & Mulch right-of-way	35,292.00	SY	0.25	8,823.00
7-04-0060	4900	Seed & Mulch Lots	160,765.00	SY	0.25	40,191.25
7-04-0060	5000	Seed & Mulch Tract / Easement	49,335.00	SY	0.25	12,333.75
7-04-0060	5100	Seed & Mulch Future School & Future Phase Areas	205,662.00	SY	0.25	51,415.50

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**User Notes:**

EARTHWORK TOTAL						3,083,560.29
***SANITARY SEWER SYSTEM***						
7-05-0005	5400	8" SDR35 PVC (0-6' Cut)	7,155.00	LF	41.00	293,355.00
7-05-0005	5500	8" SDR26 PVC (0-6' Cut) - Alleys	507.00	LF	46.00	23,322.00
7-05-0005	5600	8" SDR35 PVC (6-8' Cut)	2,169.00	LF	44.00	95,436.00
7-05-0005	5700	8" SDR26 PVC (8-10' Cut)	590.00	LF	45.00	26,550.00
7-05-0005	5800	8" SDR26 PVC (10-12' Cut)	363.00	LF	50.00	18,150.00
7-05-0005	5900	10" SDR35 PVC (0-6' Cut)	781.00	LF	51.00	39,831.00
7-05-0005	6000	10" SDR35 PVC (6-8' Cut)	664.00	LF	52.00	34,528.00
7-05-0005	6100	10" SDR26 PVC (10-12' Cut)	596.00	LF	59.00	35,164.00
7-05-0005	6200	16" HDPE DR11 (12-14' Cut)	90.00	LF	138.00	12,420.00
7-05-0005	6300	4' Dia. Sanitary Manhole (0-6' Deep)	36.00	EA	7,700.00	277,200.00
7-05-0005	6400	4' Dia. Sanitary Manhole (6-8' Deep)	11.00	EA	8,870.00	97,570.00
7-05-0005	6500	4' Dia. Sanitary Manhole (8-10' Deep)	2.00	EA	10,800.00	21,600.00
7-05-0005	6600	4' Dia. Sanitary Manhole (10-12' Deep)	1.00	EA	12,423.00	12,423.00
7-05-0005	6800	4' Dia. Polymer San. Manhole (6-8' Deep)	2.00	EA	21,492.00	42,984.00
7-05-0005	6900	4' Dia. Polymer San. Manhole (10-12' Deep)	1.00	EA	25,170.00	25,170.00
7-05-0005	7000	5' Dia. Polymer San. Manhole (10-12' Deep)	1.00	EA	25,300.00	25,300.00
7-05-0005	7100	5' Dia. Polymer San. manhole (12-14' Deep)	1.00	EA	31,000.00	31,000.00
7-05-0005	7200	Conc. Manhole Protector	4.00	EA	6,500.00	26,000.00
7-05-0005	7300	Double Sanitary Service	178.00	EA	2,346.00	417,588.00
7-05-0005	7400	Single Sanitary Service	22.00	EA	1,800.00	39,600.00
7-05-0010	7500	Sanitary Sewer Lift Station - Complete	1.00	LS	770,000.00	770,000.00
7-05-0005	7600	Dewatering	1.00	LS	148,000.00	148,000.00
<b>SANITARY SEWER SYSTEM TOTAL</b>						<b>2,513,191.00</b>
***FORCE MAIN SYSTEM***						
7-05-0060	7900	10" C900 DR18 PVC Force Main	2,470.00	LF	50.00	123,500.00
7-05-0060	8000	10" DI MJ Force Main Fittings	1.00	LS	33,400.00	33,400.00
7-05-0060	8100	10" Gate Valve	1.00	EA	4,300.00	4,300.00
7-05-0060	8200	2" Blow Off Assembly	1.00	EA	2,833.00	2,833.00
<b>FORCE MAIN SYSTEM TOTAL</b>						<b>164,033.00</b>
***STORM DRAINAGE SYSTEM***						
7-05-0015	8500	12" HDPE Storm	668.00	LF	43.00	28,724.00
7-05-0015	8550	24" HDPE Storm	449.00	LF	87.00	39,063.00
7-05-0015	8600	15" Class III RCP	4,037.00	LF	67.00	270,479.00
7-05-0015	8700	18" Class III RCP	1,593.00	LF	78.00	124,254.00
7-05-0015	8800	24" Class III RCP	3,747.00	LF	104.00	389,688.00
7-05-0015	8900	30" Class III RCP	1,796.00	LF	143.00	256,828.00
7-05-0015	9000	36" Class III RCP	1,733.00	LF	196.00	339,668.00
7-05-0015	9100	42" Class III RCP	1,347.00	LF	243.00	327,321.00
7-05-0015	9200	48" Class III RCP	816.00	LF	289.00	235,824.00
7-05-0015	9300	54" Class III RCP	203.00	LF	364.00	73,892.00

7-05-0015	9400	15" Mitered End Section	2.00	EA	2,542.00	5,084.00
7-05-0015	9600	24" Mitered End Section	2.00	EA	3,122.00	6,244.00
7-05-0015	9700	30" Mitered End Section	1.00	EA	4,035.00	4,035.00
7-05-0015	9800	36" Mitered End Section	1.00	EA	4,589.00	4,589.00
7-05-0015	9900	42" Mitered End Section	3.00	EA	5,299.00	15,897.00
7-05-0015	10000	48" Mitered End section	5.00	EA	5,910.00	29,550.00
7-05-0015	10050	54" Mitered End Section	2.00	EA	13,600.00	27,200.00
7-05-0015	10100	18" Nyoplast Inlet	19.00	EA	2,045.00	38,855.00
7-05-0015	10200	Curb Inlet Type 5	12.00	EA	7,530.00	90,360.00
7-05-0015	10300	Curb Inlet Type 6	55.00	EA	9,443.00	519,365.00
7-05-0015	10400	Storm Manhole	33.00	EA	8,940.00	295,020.00
7-05-0015	10500	Gutter Inlet Type V	24.00	EA	7,444.00	178,656.00
7-05-0015	10600	DBI Type C	14.00	EA	6,955.00	97,370.00
7-05-0015	10700	DBI Type H	1.00	EA	8,788.00	8,788.00
7-05-0015	10800	Mod. DBI Type H - Bubble Up	2.00	EA	9,906.00	19,812.00
7-05-0015	11100	C.S. Mod. Type H - 2 Grate w/ Fiberglass Skimmer	2.00	EA	15,363.00	30,726.00
7-05-0015	11300	Dewatering	1.00	LS	320,000.00	320,000.00
		<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>3,777,292.00</b>
		<b>***POTABLE WATER SYSTEM***</b>				
7-05-0001	11600	12" C900 DR18 PVC Water Main	5,175.00	LF	78.00	403,650.00
7-05-0001	11700	10" C900 DR18 PVC Water Main	1,665.00	LF	62.00	103,230.00
7-05-0001	11800	8" C900 DR18 PVC Water Main	4,160.00	LF	46.00	191,360.00
7-05-0001	11900	6" C900 DR18 PVC Water Main	7,770.00	LF	32.00	248,640.00
7-05-0001	12000	4" C900 DR18 PVC Water Main	98.00	LF	24.00	2,352.00
7-05-0001	12100	12" DI MJ Water Main Fittings	1.00	LS	58,000.00	58,000.00
7-05-0001	12200	10" DI MJ Water Main Fittings	1.00	LS	9,249.00	9,249.00
7-05-0001	12300	8" DI MJ Water Main Fittings	1.00	LS	23,674.00	23,674.00
7-05-0001	12400	6" DI MJ Water Main Fittings	1.00	LS	19,548.00	19,548.00
7-05-0001	12500	4" DI MJ Water Main Fittings	1.00	LS	268.00	268.00
7-05-0001	12600	12" MJ Gate Valve	29.00	EA	5,052.00	146,508.00
7-05-0001	12700	10" MJ Gate Valve	12.00	EA	4,291.00	51,492.00
7-05-0001	12800	8" MJ Gate Valve	21.00	EA	3,131.00	65,751.00
7-05-0001	12900	6" MJ Gate Valve	39.00	EA	2,400.00	93,600.00
7-05-0001	13000	4" MJ Gate Valve	2.00	EA	2,000.00	4,000.00
7-05-0001	13100	Auto Flushing Device	14.00	EA	6,690.00	93,660.00
7-05-0001	13200	Sample Point	34.00	EA	740.00	25,160.00
7-05-0001	13300	Fire Hydrant Assembly	33.00	EA	7,669.00	253,077.00
7-05-0001	13400	Single Water Service	42.00	EA	1,212.00	50,904.00
7-05-0001	13500	Double Water Service	161.00	EA	1,721.00	277,081.00
		<b>POTABLE WATER SYSTEM TOTAL</b>				<b>2,121,204.00</b>
		<b>***REUSE WATER SYSTEM***</b>				
7-05-0020	13800	16" C900 DR18 PVC Reuse Water	5,160.00	LF	100.00	516,000.00

7-05-0020	13900	4" C900 DR18 PVC Reuse Water	12,315.00	LF	22.85	281,397.75
7-05-0020	14000	16" DI MJ Reuse Water Fittings	1.00	LS	109,000.00	109,000.00
7-05-0020	14100	4" DI MJ Reuse Water Fittings	1.00	LS	61,500.00	61,500.00
7-05-0020	14200	16" MJ Gate Valve	25.00	EA	7,805.00	195,125.00
7-05-0020	14300	4" MJ Gate Valve	72.00	EA	2,008.00	144,576.00
7-05-0020	14400	2" Blow Off Assembly	11.00	EA	1,888.00	20,768.00
7-05-0020	14500	2" RW Service	4.00	EA	3,050.00	12,200.00
7-05-0020	14600	1.5" RW Service	3.00	EA	2,815.00	8,445.00
7-05-0020	14700	Single Reuse water Service	25.00	EA	1,219.00	30,475.00
7-05-0020	14800	Double Reuse Water service	112.00	EA	1,606.00	179,872.00
		<b>REUSE WATER SYSTEM TOTAL</b>				<b>1,559,358.75</b>
		<b>***PAVING***</b>				
7-06-0010	15200	10" Stabilized Subgrade	48,580.00	SY	6.78	329,372.40
7-06-0010	15400	6" Crushed Concrete Base	36,566.00	SY	20.10	734,976.60
7-06-0010	15700	1.5" Type SP-9.5 Fine Mix Asphalt	36,566.00	SY	16.44	601,145.04
7-06-0010	15900	Type F Curb	20,017.00	LF	27.00	540,459.00
7-06-0010	16000	Miami Curb	5,215.00	LF	23.00	119,945.00
7-06-0010	16200	Type D Curb	1,219.00	LF	31.00	37,789.00
7-06-0010	16300	1' Ribbon Curb	4,655.00	LF	28.40	132,202.00
7-06-0010	16400	3' Valley Gutter	1,071.00	LF	51.87	55,552.77
7-06-0010	16600	5' Sidewalk - 4" Thick	3,982.00	SY	68.00	270,776.00
7-06-0010	16700	6.5' Sidewalk- 4" Thick	306.00	SY	75.00	22,950.00
7-06-0010	17000	Conc. Driveways - 6" Thick	106.00	SY	170.00	18,020.00
7-06-0010	17100	ADA Ramps w/ Detectable Warning	64.00	EA	1,100.00	70,400.00
7-06-0010	17200	Pavement Markings	1.00	LS	120,000.00	120,000.00
		<b>PAVING TOTAL</b>				<b>3,053,587.81</b>
		<b>ON-SITE TOTAL</b>				<b>17,238,321.60</b>
		<b>***SOUTHBURY DRIVE***</b>				
		<b>***GENERAL CONDITIONS***</b>				
7-04-0001	18200	Mobilization	1.00	LS	4,000.00	4,000.00
7-04-0001	18300	Construction Survey / Layout	1.00	LS	40,625.00	40,625.00
7-04-0001	18400	Certified As-builts	1.00	LS	6,250.00	6,250.00
7-04-0001	18600	Maintenance of Traffic	1.00	LS	375.00	375.00
		<b>GENERAL CONDITIONS TOTAL</b>				<b>51,250.00</b>
		<b>***SITE PREPARATION***</b>				
7-04-0005	18900	Inlet Protection	18.00	EA	108.00	1,944.00
7-04-0005	19000	Clear & Grub	9.52	AC	2,325.00	22,134.00
		<b>SITE PREPARATION TOTAL</b>				<b>24,078.00</b>
		<b>***EARTHWORK***</b>				
7-04-0060	19300	Excavation	25,248.00	CY	2.85	71,956.80
7-04-0060	19400	Embankment	25,248.00	CY	0.71	17,926.08
7-04-0060	19500	Grade right-of-Way	12,012.00	SY	1.72	20,660.64

7-04-0060	19600	Grade Median	5,371.00	SY	3.15	16,918.65
7-04-0060	19700	Sod right-of-Way	8,598.00	SY	3.39	29,147.22
7-04-0060	19800	Sod Median	5,371.00	SY	3.39	18,207.69
7-04-0060	19900	Seed & Mulch right-of-way	2,124.00	SY	0.25	531.00
		<b>EARTHWORK TOTAL</b>				<b>175,348.08</b>
		<b>***STORM DRAINAGE SYSTEM***</b>				
7-05-0015	20200	18" Class III RCP	1,874.00	LF	78.00	146,172.00
7-05-0015	20300	24" Class III RCP	776.00	LF	104.00	80,704.00
7-05-0015	20400	30" Class III RCP	240.00	LF	143.00	34,320.00
7-05-0015	20500	42" Class III RCP	565.00	LF	243.00	137,295.00
7-05-0015	20600	48" Class III RCP	667.00	LF	289.00	192,763.00
7-05-0015	20700	18" Mitered End Section	5.00	EA	2,765.00	13,825.00
7-05-0015	20800	24" Mitered End Section	2.00	EA	3,122.00	6,244.00
7-05-0015	20900	48" Mitered End section	1.00	EA	5,910.00	5,910.00
7-05-0015	21000	Curb Inlet Type 5	3.00	EA	7,530.00	22,590.00
7-05-0015	21100	Curb Inlet Type 6	18.00	EA	9,443.00	169,974.00
7-05-0015	21200	Storm Manhole	9.00	EA	8,940.00	80,460.00
7-05-0015	21300	Mod. DBI Type H - Bubble Up	1.00	EA	9,906.00	9,906.00
7-05-0015	21400	C.S. Mod. Type C w/ Fiberglass Skimmer	1.00	EA	13,426.00	13,426.00
7-05-0015	21500	C.S. Mod. Type D w/ Fiberglass Skimmer	1.00	EA	12,582.00	12,582.00
7-05-0015	21600	Dewatering	1.00	LS	90,000.00	90,000.00
		<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>1,016,171.00</b>
		<b>***PAVING***</b>				
7-06-0010	21900	12" Stabilized Subgrade	24,811.00	SY	6.40	158,790.40
7-06-0010	22000	10" Stabilized Subgrade	7,784.00	SY	6.78	52,775.52
7-06-0010	22100	8" Crushed Concrete Base	20,350.00	SY	24.50	498,575.00
7-06-0010	22200	4" Crushed Concrete Base	6,685.00	SY	16.78	112,174.30
7-06-0010	22300	2.5" Type SP-12.5 Asphalt - 2 Lifts	20,350.00	SY	27.09	551,281.50
7-06-0010	22400	1.25" Type SP-9.5 Fine Mix Asphalt	5,572.00	SY	17.00	94,724.00
7-06-0010	22500	Type F Curb	8,030.00	LF	27.00	216,810.00
7-06-0010	22600	Type A Curb	6,907.00	LF	17.50	120,872.50
7-06-0010	22700	Type D Curb	346.00	LF	31.00	10,726.00
7-06-0010	22800	1' Ribbon Curb	77.00	LF	28.40	2,186.80
7-06-0010	22900	Type RA Curb	430.00	LF	41.00	17,630.00
7-06-0010	23000	5' Sidewalk - 4" Thick	329.00	SY	68.00	22,372.00
7-06-0010	23100	10' Sidewalk - 4" Thick	467.00	SY	56.00	26,152.00
7-06-0010	23200	11' Sidewalk - 6" Thick (Roundabout)	505.00	SY	93.00	46,965.00
7-06-0010	23300	ADA Ramps w/ Detectable Warning	20.00	EA	1,100.00	22,000.00
7-06-0010	23400	Pavement Markings	1.00	LS	50,000.00	50,000.00
		<b>PAVING TOTAL</b>				<b>2,004,035.02</b>
		<b>SOUTHBURY DRIVE TOTAL</b>				<b>3,270,882.10</b>
		<b>***CECILS BLIND DRIVE***</b>				

***GENERAL CONDITIONS***						
7-04-0001	23900	Mobilization	1.00	LS	2,000.00	2,000.00
7-04-0001	24000	Construction Survey / Layout	1.00	LS	20,500.00	20,500.00
7-04-0001	24100	Certified As-builts	1.00	LS	3,125.00	3,125.00
<b>GENERAL CONDITIONS TOTAL</b>						<b>25,625.00</b>
***SITE PREPARATION***						
7-04-0005	24600	Inlet Protection	10.00	EA	108.00	1,080.00
7-04-0005	24700	Clear & Grub	4.72	AC	2,325.00	10,974.00
<b>SITE PREPARATION TOTAL</b>						<b>12,054.00</b>
***EARTHWORK***						
7-04-0060	25000	Excavation	12,948.00	CY	2.85	36,901.80
7-04-0060	25100	Embankment	12,948.00	CY	0.71	9,193.08
7-04-0060	25200	Grade right-of-Way	6,436.00	SY	1.72	11,069.92
7-04-0060	25300	Grade Median	2,710.00	SY	3.15	8,536.50
7-04-0060	25400	Sod right-of-Way	4,948.00	SY	3.39	16,773.72
7-04-0060	25500	Sod Median	2,710.00	SY	3.39	9,186.90
7-04-0060	25600	Seed & Mulch right-of-way	694.00	SY	0.25	173.50
<b>EARTHWORK TOTAL</b>						<b>91,835.42</b>
***STORM DRAINAGE SYSTEM***						
7-05-0015	25900	18" Class III RCP	973.00	LF	78.00	75,894.00
7-05-0015	26000	36" Class III RCP	1,069.00	LF	196.00	209,524.00
7-05-0015	26100	18" Mitered End Section	2.00	EA	2,765.00	5,530.00
7-05-0015	26200	36" Mitered End Section	1.00	EA	4,589.00	4,589.00
7-05-0015	26300	Curb Inlet Type 5	1.00	EA	7,530.00	7,530.00
7-05-0015	26400	Curb Inlet Type 6	8.00	EA	9,443.00	75,544.00
7-05-0015	26500	Storm Manhole	3.00	EA	8,940.00	26,820.00
7-05-0015	26600	C.S. Mod. Type D w/ Fiberglass Skimmer	1.00	EA	12,582.00	12,582.00
7-05-0015	26700	Dewatering	1.00	LS	60,000.00	60,000.00
<b>STORM DRAINAGE SYSTEM TOTAL</b>						<b>478,013.00</b>
***PAVING***						
7-06-0010	27000	12" Stabilized Subgrade	11,902.00	SY	6.40	76,172.80
7-06-0010	27100	10" Stabilized Subgrade	2,878.00	SY	6.78	19,512.84
7-06-0010	27200	8" Crushed Concrete Base	9,962.00	SY	24.50	244,069.00
7-06-0010	27300	4" Crushed Concrete Base	2,467.00	SY	16.78	41,396.26
7-06-0010	27400	2.5" Type SP-12.5 Asphalt - 2 Lifts	9,962.00	SY	27.09	269,870.58
7-06-0010	27500	1.25" Type SP-9.5 Fine Mix Asphalt	2,055.00	SY	17.00	34,935.00
7-06-0010	27600	Type F Curb	4,014.00	LF	27.00	108,378.00
7-06-0010	27700	Type A Curb	3,749.00	LF	17.50	65,607.50
7-06-0010	27800	1' Ribbon Curb	57.00	LF	28.40	1,618.80
7-06-0010	27900	3' Valley Gutter	137.00	LF	51.87	7,106.19
7-06-0010	28000	5' Sidewalk - 4" Thick	795.00	SY	68.00	54,060.00
7-06-0010	28100	ADA Ramps w/ Detectable Warning	8.00	EA	1,100.00	8,800.00

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7-06-0010	28200	Pavement Markings	1.00	LS	25,000.00	25,000.00
		<b>PAVING TOTAL</b>				<b>956,526.97</b>
		<b>CECILS BLIND DRIVE TOTAL</b>				<b>1,564,054.39</b>
		<b>***CECIL WHALEY DRIVE***</b>				
		<b>***GENERAL CONDITIONS***</b>				
7-04-0001	28700	Mobilization	1.00	LS	2,000.00	2,000.00
7-04-0001	28800	Construction Survey / Layout	1.00	LS	20,125.00	20,125.00
7-04-0001	28900	Certified As-builts	1.00	LS	3,125.00	3,125.00
		<b>GENERAL CONDITIONS TOTAL</b>				<b>25,250.00</b>
		<b>***SITE PREPARATION***</b>				
7-04-0005	29400	Inlet Protection	7.00	EA	108.00	756.00
7-04-0005	29500	Clear & Grub	2.63	AC	2,325.00	6,114.75
		<b>SITE PREPARATION TOTAL</b>				<b>6,870.75</b>
		<b>***EARTHWORK***</b>				
7-04-0060	29800	Excavation	9,335.00	CY	2.85	26,604.75
7-04-0060	29900	Embankment	9,335.00	CY	0.71	6,627.85
7-04-0060	30000	Grade Right-of-Way	4,014.00	SY	1.72	6,904.08
7-04-0060	30100	Grade Median	1,587.00	SY	3.15	4,999.05
7-04-0060	30200	Sod Right-of-Way	1,640.00	SY	3.39	5,559.60
7-04-0060	30300	Sod Median	1,587.00	SY	3.39	5,379.93
7-04-0060	30400	Seed & Mulch right-of-way	1,764.00	SY	0.25	441.00
		<b>EARTHWORK TOTAL</b>				<b>56,516.26</b>
		<b>***STORM DRAINAGE SYSTEM***</b>				
7-05-0015	30700	18" Class III RCP	313.00	LF	78.00	24,414.00
7-05-0015	30800	36" Class III RCP	677.00	LF	196.00	132,692.00
7-05-0015	30900	42" Class III RCP	223.00	LF	243.00	54,189.00
7-05-0015	31000	48" Class III RCP	300.00	LF	289.00	86,700.00
7-05-0015	31100	18" Mitered End Section	1.00	EA	2,765.00	2,765.00
7-05-0015	31200	48" Mitered End section	3.00	EA	5,910.00	17,730.00
7-05-0015	31300	Curb Inlet Type 5	2.00	EA	7,530.00	15,060.00
7-05-0015	31400	Curb Inlet Type 6	3.00	EA	9,443.00	28,329.00
7-05-0015	31500	Storm Manhole	4.00	EA	8,940.00	35,760.00
7-05-0015	31600	Mod. DBI Type H - Bubble Up	1.00	EA	9,906.00	9,906.00
7-05-0015	31700	C.S. Mod. Type H - 3 Grate w/ Fiberglass Skimmer	1.00	EA	16,600.00	16,600.00
7-05-0015	31800	Dewatering	1.00	LS	57,300.00	57,300.00
		<b>STORM DRAINAGE SYSTEM TOTAL</b>				<b>481,445.00</b>
		<b>***PAVING***</b>				
7-06-0010	32100	12" Stabilized Subgrade	6,845.00	SY	6.40	43,808.00
7-06-0010	32200	8" Crushed Concrete Base	5,669.00	SY	24.50	138,890.50
7-06-0010	32300	2.5" Type SP-12.5 Asphalt - 2 Lifts	5,669.00	SY	27.09	153,573.21
7-06-0010	32400	Type F Curb	2,177.00	LF	27.00	58,779.00

7-06-0010	32500	Type A Curb	1,872.00	LF	17.50	32,760.00
7-06-0010	32600	5' Sidewalk - 4" Thick	136.00	SY	68.00	9,248.00
7-06-0010	32700	10' Sidewalk - 4" Thick	474.00	SY	56.00	26,544.00
7-06-0010	32800	ADA Ramps w/ Detectable Warning	8.00	EA	1,100.00	8,800.00
7-06-0010	32900	Pavement Markings	1.00	LS	25,000.00	25,000.00
		<b>PAVING TOTAL</b>				<b>497,402.71</b>
		<b>CECIL WHALEY DRIVE TOTAL</b>				<b>1,067,484.72</b>
		<b>***OFF-SITE KISSIMMEE PARK RD TURN LANE***</b>				
		<b>***SITE PREPARATION***</b>				
7-04-0005	34200	Silt Fence	870.00	LF	4.65	4,045.50
7-04-0005	34300	Clear & Grub	0.63	AC	5,840.00	3,679.20
7-04-0005	34400	Saw Cut	1,900.00	LF	6.00	11,400.00
7-04-0005	34500	Maintenance of Traffic	1.00	LS	16,000.00	16,000.00
		<b>SITE PREPARATION TOTAL</b>				<b>35,124.70</b>
		<b>***PAVING***</b>				
7-06-0010	34800	12" Stabilized Subgrade	1,209.00	SY	14.00	16,926.00
7-06-0010	34900	8" Crushed Concrete Base	1,104.00	SY	27.00	29,808.00
7-06-0010	35000	2.5" Type SP-12.5 Asphalt (2 Lifts)	998.00	SY	34.00	33,932.00
7-06-0010	35100	Milling & Resurface Kissimmee Park Rd. - 1" Depth	2,320.00	SY	22.00	51,040.00
7-06-0010	35400	8' Stabilized Shoulder	738.00	SY	24.00	17,712.00
7-06-0010	35700	Swale	1,580.00	SY	4.50	7,110.00
7-06-0010	35800	Pavement Markings	1.00	LS	12,000.00	12,000.00
		<b>PAVING TOTAL</b>				<b>168,528.00</b>
		<b>OFF-SITE KISSIMMEE PARK RD. TURN LANE TOTAL</b>				<b>203,652.70</b>
		<b>GRAND TOTAL</b>				<b>23,344,395.51</b>
		<b>***ADDITIONAL SCOPE MG FUTURE MULTIFAMILY AREA***</b>				
7-04-0005	36400	Clear & Grub	15.75	AC	2,325.00	36,618.75
7-04-0005	36700	Excavation	86,139.00	CY	2.75	236,882.25
7-04-0005	36800	Embankment	86,139.00	CY	0.69	59,435.91
7-04-0005	36900	Mass Grading	76,230.00	SY	0.30	22,869.00
7-04-0005	37000	Seed & Mulch	76,230.00	SY	0.25	19,057.50
		<b>ADDITIONAL SCOPE MG FUTURE MULTIFAMILY AREA TOTAL</b>				<b>374,863.41</b>
						<b>23,719,258.92</b>



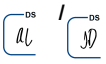


**EXHIBIT B**  
**CONSTRUCTION SCHEDULE**  
**To Be Determined**

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**EXHIBIT C****INSURANCE REQUIREMENTS***(Paragraph deleted)*

Contractor shall purchase and maintain at all times during the performance of this Contract and for such extended term as required, at its sole expense, the following insurance, from companies authorized to do business in the State of Florida and with agents for service of process in Florida. This required insurance will protect Contractor, the Owner, and the other Indemnified Parties from claims that may arise from or relate to Contractor's operations (and to the operations of Contractor's Subcontractors and lower tiers), including completed operations, obligations, Work, acts and/or omissions under this Contract for which Contractor may be liable whether such operations and obligations are performed by Contractor or by anyone directly or indirectly employed by Contractor, those under contract or agreement with Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall cause each Subcontractor employed by Contractor to purchase and maintain insurance of the same types and amounts as specified herein unless otherwise set forth herein below or agreed in writing by Owner; provided, however, to the extent a Subcontractor (that is not specifically listed herein below) cannot obtain the amount(s) of coverage required hereunder, Contractor shall advise Owner of the maximum amounts of coverage that the Subcontractor is able to obtain and the parties shall work together in good faith to agree on a reduced coverage amount that is acceptable to Owner and reasonable for the scope of work in question.

Required insurance coverages:

1. **Workers' Compensation and Employers' Liability** - Workers' Compensation insurance and Employers' Liability insurance, with coverage, limits and coverage extensions as follows:
  - a. Workers' Compensation insurance covering Contractor and all persons employed by Contractor complying with the statutory requirements of the State of Florida, but no less than \$1,000,000 per occurrence.
  - b. Employers' Liability insurance with limits of \$1,000,000 bodily injury by accident (each accident); \$1,000,000 bodily injury by disease (policy limit); and \$1,000,000 bodily injury by disease (each employee).
  - c. An express waiver of any right of subrogation by the insurer against Owner and the other Indemnified Parties shall be included.
  - d. All sole proprietors, partners, officers, executives, and members shall not be excluded from coverage. Any person that elects to exclude themselves from coverage shall not be allowed at the Project.
  
2. **Commercial Automobile Liability** – Automobile Liability insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000. This insurance coverage must include all automotive and truck equipment used in the performance of the Work, both on and off the Project site, including the loading, unloading and maintenance of such vehicles. The commercial automobile policy shall be further endorsed as follows:
  - a. Include the Owner and the other Indemnified Parties as additional insured on a primary and non-contributing basis.
  - b. An express waiver of any right of subrogation by the insurer against Owner and the other Indemnified Parties shall be included.
  - c. Cover liability arising out of any auto (including all owned, non-owned and hired automobiles, trucks, and trailers).
  
3. **Commercial General Liability** - "Occurrence Based" Commercial General Liability insurance (with no exclusion for terrorism for Contractor), including Broad Form Property Damage, Premises and Operations coverage, Products and Completed Operations coverage, Personal Injury sickness, disease, bodily injury, death coverage, Independent Contractors' Liability coverage, Blanket X, C, and U coverage and Blanket Contractual Liability coverage. Required coverage limits shall be: \$1,000,000 Per Occurrence; \$2,000,000 General Annual Aggregate to be on a per project basis; \$2,000,000 Products/Completed Operations Annual Aggregate; and \$1,000,000 Advertising Injury Limit per Occurrence and in the Annual Aggregate. The Commercial General Liability Policy shall be further endorsed as follows:

- a. To the fullest extent permitted by law, include Owner and the other Indemnified Parties as additional insured for both the ongoing and completed operations of Contractor.
- b. Additional insured endorsement shall be made using ISO forms CG20 10 10 01 and CG 20 37 10 01, or a form providing at least equivalent coverage. If any Subcontractor is unable to obtain the required ISO forms because the forms are not commercially available or reasonable, Contractor shall notify the Owner and the Owner agrees to consider proposed alternative forms on a case-by-case basis.
- c. Coverage available to the Owner and the other Indemnified Parties shall apply on a primary and non-contributing basis in respect to any other insurance, deductibles, or self-insurance available to the Owner and the other Indemnified Parties.
- d. An express waiver of any right of subrogation by the insurer against Owner and the other Indemnified Parties shall be included.
- e. Defense costs shall be in addition to and shall not erode the limits of liability.
- f. The General Aggregate shall apply on a per project basis.
- g. Except with respect to the coverage limits, insurance applies to each insured as though a separate policy were issued to each.

General liability coverage shall be maintained and Contractor shall provide completed operations coverage for a period equal to the Statute of Repose in the State of Florida.

4. **Umbrella / Excess Liability** - "Occurrence Based" Excess Liability (Umbrella) insurance (with no exclusion for terrorism for Contractor), which shall be written on no less than a follow form basis above the general liability, automobile liability, and employers' liability coverages required by this Exhibit. The minimum required limits shall be \$3,000,000 per occurrence and in the annual aggregate, including coverage for Products Liability and Completed Operations. The Umbrella / Excess Liability Policy shall be further endorsed as follows:

- a. To the fullest extent permitted by law, include Owner and the other Indemnified Parties as additional insured for both the ongoing and completed operations of Contractor.
- b. Coverage available to the Owner and the other Indemnified Parties shall apply on a primary and non-contributing basis with respect to any other insurance, deductibles, or self-insurance available to the additional insureds.
- c. An express waiver of any right of subrogation by the insurer against Owner and the other Indemnified Parties shall be included.
- d. The General Aggregate shall apply on a per project basis.
- e. Defense costs shall be in addition to and shall not erode the limits of liability.

Umbrella / Excess Liability coverage shall be maintained and Contractor shall provide completed operations coverage for a period equal to the Statute of Repose in the State of Florida.

5. **Property Insurance** - Contractor shall purchase and maintain contractor's property insurance covering construction machinery, equipment and tools used by Contractor in the performance of the Work. Such coverage shall be written on a policy form at least equivalent to that provided by a "Contractor's Equipment Floater" as customarily defined within the insurance industry. Contractor also agrees to notify any Subcontractors and sub-subcontractors of their obligation to insure any and all of their machinery, equipment and tools used by the Subcontractors and sub-subcontractors in the performance of the Work.

6. **Professional Liability** – To the extent Contractor or any of its Subcontractors are performing any design work, Contractor shall procure, and shall cause all Subcontractors, suppliers and lower tiers whose scope of Work and/or services includes or implicates the performance of design-related work and/or services, Professional Liability insurance covering performance of professional services, with policy limits of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate; provided, however that Subcontractors, suppliers and lower tiers shall be permitted to have policy limits of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate. Such Professional Liability insurance coverage shall remain in effect for the entire term of this Contract and through the statute of repose in the State of Florida after Final Completion. The Professional Liability insurance policy shall have an effective date which is retroactive to a date immediately preceding the performance of any Work to be provided under this Contract. Contractor shall provide Owner with notice of any claim, judgment, award or

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settlement payment from or against Contractor, which may affect the professional liability insurance coverage described in this Exhibit during the term of this Contract and through the statute of repose in the State of Florida after Final Completion of the Work. The Professional Liability policy shall provide a deductible not exceeding \$35,000.00.

7. **Pollution Liability** - Contractor (but not Subcontractors) shall procure Pollution Liability insurance, with policy limits of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, naming Owner and the other Indemnified Parties as additional insureds; primary and non-contributory with respect to any insurance maintained by Owner and any other Indemnified Party. The professional liability and pollution liability coverage may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than \$6,000,000.00 in the aggregate.

### General Requirements for Required Insurance

1. The cost of all of the above-required types and amounts of insurance is included in the Contract Sum. The aforementioned insurance policies to be obtained by Contractor must be maintained with insurers licensed to do business in Florida, qualified or authorized by applicable law to assume the risks covered by such policies, and have a minimum A.M. Best rating of "A-IX" (for Contractor) throughout the term of this Contract and as otherwise stated herein. All of the aforementioned insurance coverage shall be primary to and noncontributory with any coverage the Owner may have and shall contain policy provisions and exclusions reasonably satisfactory to Owner. Contractor shall be responsible for all premiums, defense costs and deductibles. The additional insured endorsement shall state that the coverage provided to the Owner and the other Indemnified Parties is primary and non-contributory with respect to any other insurance maintained by the Owner and the other Indemnified Parties.

2. All required policies shall be specifically endorsed to provide Owner with written notice thirty (30) days before any coverage is non-renewed, materially changed, or cancelled or before there is any expiration, interruption or material reduction in coverage. In addition, if any insurance policy required herein is not to be immediately replaced without a lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Contractor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

Contractor shall provide to Owner Certificate(s) and copies of specific policy forms and endorsements (including Additional Insured, Waiver of Subrogation and Written Notice of Cancellation) required herein, which must be approved by the Owner and Owner's Lender prior to commencing the Work, and thereafter within ten (10) days of Owner's written request for same, referencing the property and Project location by address and evidencing the coverages described herein.

3. The requirements for insurance described herein shall in no way be interpreted as relieving, reducing or limiting the liability of Contractor or any party operating on behalf of Contractor, including its obligation to indemnify and defend the Owner, required under this Contract. The insurance requirements under this Exhibit are considered minimum. Owner assumes no responsibility for the adequacy of the insurance in covering Contractor and Subcontractors for potential liabilities under this Contract.
4. Should insurance coverage procured by Contractor in compliance with these requirements have a reduction in coverage below the minimum requirements, Contractor shall immediately inform the Owner of the reduction in coverage and report on the steps taken by Contractor to immediately restore coverage at the required levels. In the event that Contractor fails to maintain the coverages or limits as required herein, Owner has the right, but not the obligation, to purchase the required insurance and deduct the cost thereof from any amount due or to become due to Contractor.
5. With the exception of Professional Liability Insurance referenced herein above, the insurance provided pursuant to this Exhibit must not be subject to any deductible in excess of \$25,000 unless approved by Owner in writing. No self-insured retention or usage of leased employees is acceptable unless approved by Owner in writing.
6. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

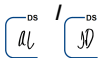
7. Contractor hereby waives, and shall cause all of its Subcontractors to waive, any claim for recovery from Owner and the other Indemnified Parties, for any and all loss or damage covered by any of the insurance policies required to be maintained under the Contract.
8. It is understood and agreed that Owner may refuse Contractor's access to the job site and may withhold payment to Contractor until all insurance required by this Contract is obtained by Contractor and applicable insurance certificates evidencing such coverage are provided to Owner.
9. No provision hereof shall impose on Owner any duty or obligation to verify the existence or adequacy, including identifying a deficiency from evidence provided, of the insurance coverage maintained by Contractor, nor shall Owner be responsible for any representations or warranties made by or on behalf of Contractor to any insurance company or underwriter. The acceptance of Certificate(s) of Insurance by the Owner, or Owner's representative, does not constitute approval or agreement by the Owner that the insurance requirements have been met or that the insurance coverage provided is in compliance with the requirements of this Contract and any failure on the part of Owner to pursue or obtain the evidence of insurance required by the Contract from Contractor and/or failure of Owner to point out any non-compliance of such evidence of insurance shall not constitute a waiver of any of the insurance requirements in this Exhibit.
10. Notwithstanding anything to the contrary, Contractor's policies shall not include the limiting endorsement set forth on ISO Form CG 22 94 10 01, entitled Damage to Your Work Performed by Subcontractors on Your Behalf, or any similar limiting endorsement. No policy required hereunder may contain any sort of exclusion or limitation that excludes or limits coverage for injuries, damages, or any other insurable event because the Work and the Project involves the construction of an automobile dealership. With respect to the Contractor, no policy required hereunder may contain an exclusion from coverage for loss or damage incurred as a result of an act of terrorism or similar acts of sabotage.
11. The Contractor and its insurers hereby waive all rights of subrogation with respect to Owner.
12. The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's indemnity obligations set forth in the Contract.
13. In the event that the Work is not timely completed due to the fault of Contractor or those for whom it is responsible, Contractor shall continue to maintain the above insurance coverages at its own cost and expense and without any reimbursement by Owner.
14. All insurance policies as required hereunder shall contain cross-liability endorsements.
15. The Contractor shall name the Architect and the Architect's consultants as additional insured on Contractor's general liability policy.

**EXHIBIT E**

**FORM OF LIEN RELEASES AND WAIVERS AND CONTRACTOR'S PAYMENT AFFIDAVITS**



Init.



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**User Notes:**



## LEGAL DESCRIPTION:

## PARCEL 1:

LOTS 8, 9, 24, 25, 40, 41, 56, 57, 72, 73, 88, 89, 104, 105, 120 AND 121, SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION, AS PER THE PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 15, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 30 EAST.

## PARCEL 2:

THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, LESS THE ROAD RIGHT OF WAY, LOTS 1, 2, 15 TO 18, INCLUSIVE, 31 THROUGH 35, INCLUSIVE, 46 THROUGH 52, LESS THE WEST 208.71 FEET OF THE NORTH 208.71 FEET OF SAID LOT 52, INCLUSIVE, 61 THROUGH 66, INCLUSIVE, 79 THROUGH 82, INCLUSIVE, 95 THROUGH 98, INCLUSIVE, 111 THROUGH 114, INCLUSIVE, 127 AND 128, SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 16, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 29, TOWNSHIP 26 SOUTH, RANGE 30 EAST.

## PARCEL 3:

LOTS 1, 2, 15 THROUGH 18, 31, 32, 33, 34, 47, 48, 49, 50, 63, 64, 65, 66, 79, 80, 81, 82, 95, 96 AND THAT PORTION OF OF LOTS 97 AND 112 SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION LYING LANDWARD OF THE ORDINARY HIGH WATER MARK OF LAKE TOHOPEKALIGA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 57, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA BEING LOCATED IN SECTION 32, TOWNSHIP 26 SOUTH, RANGE 30 EAST;

## PARCEL 4:

LOTS 6, 7, 18, 19, 30, 31, 42, 43, 56, 57 AND THE FOLLOWING DESCRIBED PARCEL: BEGINNING AT THE NORTHWEST CORNER OF LOT 72, RUN SOUTH ALONG THE WEST LINE 990 FEET TO THE SOUTHWEST CORNER OF LOT 84, THENCE RUN EAST ALONG THE SOUTH LINE 231 FEET, THENCE NORTH 15°30' EAST, RUN 603.65 FEET, THENCE NORTH 40°52' EAST, RUN 378.46 FEET TO A POINT ON THE EAST LINE OF LOT 72, THENCE NORTH 122.2 FEET TO THE NORTHEAST CORNER OF SAID LOT 72, THENCE WEST 640 FEET TO THE POINT OF BEGINNING, SEMINOLE LAND AND INVESTMENT COMPANY'S SUBDIVISION AS PER PLAT THEREOF RECORDED IN PLAT BOOK B, PAGE 17, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING LOCATED IN SECTION 33, TOWNSHIP 26 SOUTH, RANGE 30 EAST;

## PARCEL 5 (HOMESTEAD):

GOVERNMENT LOT 3, LYING IN SETION 32, TOWNSHIP 26 SOUTH, RANGE 30 EAST, LESS ROAD RIGHT OF WAY IN FAVOR OF THE STATE OF FLORIDA SET FORTH IN OFFICIAL RECORDS BOOK 7, PAGE 293, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

## PARCEL 6 (HUFFMAN GROVE):

THE SOUTH HALF (S1/2) OF THE SOUTH HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-NINE (29), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE THIRTY (30) EAST AND THE NORTHWEST QUARTER (NW1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE THIRTY (30) EAST, ALL IN OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY FOR STATE ROAD S525A, CONVEYED TO THE STATE OF FLORIDA IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 7, PAGE 297, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

## PARCEL 7 (MEY GROVE):

THE NORTH 3/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 26, RANGE 30, LYING IN OSCEOLA COUNTY, FLORIDA;

LESS ROAD RIGHT-OF-WAY FOR S.R. S-525-A, A/K/A LAKE TOHOPEKALIGA ROAD, SET FORTH IN SPECIAL WARRANTY DEED, RECORDED IN OFFICIAL RECORDS BOOK 7, PAGE 299, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

THAT PART OF THE N 1/2 OF THE SW 1/4 OF THE SE 1/4 AND THE N 1/2 OF THE S 1/2 OF THE SW 1/4 OF THE SE 1/4 OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 30 EAST, LYING EAST OF AND WITHIN 33 FEET OF THE CENTERLINE OF STATE ROAD S-525-A, SECTION 9255, SAID CENTERLINE BEING DESCRIBED AS FOLLOWS: BEGINNING ON THE NORTH LINE OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 30 EAST AT A POINT 2640 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE RUN DUE SOUTH 5282.45 FEET TO THE SOUTH LINE OF SAID SECTION 29 TO A POINT 2673 FEET WEST OF THE SOUTHEAST CORNER THEREOF.

## PARCEL 8

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29 TOWNSHIP 26 SOUTH, RANGE 30 EAST, OSCEOLA COUNTY, FLORIDA, LESS RIGHT OF WAY FOR KISSIMMEE PARK ROAD AND LAKE TOHOPELALIGA ROAD. LESS RIGHT OF WAY AND PONDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3829, PAGE 1131 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.



**CONTRACTOR’S UNCONDITIONAL WAIVER AND RELEASE OF LIEN ON PROGRESS PAYMENT**

KNOW ALL MEN BY THESE PRESENTS:

That JR Davis Construction Company, Inc. (the "Lienor"), for and in consideration of the payment of the sum of \$ \_\_\_\_\_ and other good and valuable consideration paid by Whaley Farms, LLC , a Florida limited liability company (the "Owner"), the receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Owner, its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Owner and/or the buildings and improvements on the premises located at \_\_\_\_\_ and legally described as set forth in **Exhibit "1"** attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, up to and including the \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Release Date").

That the undersigned has the right and authority to execute this Contractor’s Unconditional Waiver and Release of Lien on Progress Payment on behalf of the Lienor. That this is a waiver and release of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders; and that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the Release Date.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, THE OWNER HAS A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

**IN WITNESS THEREOF**, I have hereunto set my hand seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

JR Davis Construction Company, Inc.  
a Florida Corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

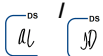
STATE OF FLORIDA )  
 ) ss:  
COUNTY OF )

Sworn and subscribed to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
My Commission Expires:

**Exhibit "1"**  
**SUBCONTRACTOR AND LOWER TIER CONDITIONAL WAIVER AND RELEASE OF LIEN**

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**User Notes:**



**ON PROGRESS PAYMENT**  
(To accompany Application for Progress Payment)

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (the "Lienor"), for and in consideration of the payment of the sum of \$ \_\_\_\_\_ and other good and valuable consideration paid by JR Davis Construction Company, Inc. A Florida Corporation (the "Contractor"), conditioned only on receipt of payment, hereby releases, waives and quit claims to Contractor and Whaley Farms, LLC, a Florida limited liability company (the "Owner"), their successors and assigns, all liens, lien rights, claims and demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises located at \_\_\_\_\_ and legally described as set forth in **Exhibit "1"** attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, up to and including the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Release Date").

That the undersigned has the right and authority to execute this Subcontractor and Lower Tier Conditional Waiver and Release of Lien on Progress Payment on behalf of Lienor. That this is a waiver and release of all lien rights and all other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed, including all extras and change orders; and that all laborers retained or employed by Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied, up to and including the Release Date.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, THE CONTRACTOR AND OWNER HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

IN WITNESS THEREOF, I have hereunto set my hand seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

*(Row deleted)*

Company: \_\_\_\_\_  
A \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA) \_\_\_\_\_ ) ss:  
COUNTY OF \_\_\_\_\_ )

Sworn and subscribed to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2021 \_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

NOTARY PUBLIC, STATE OF \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit "1"**  
**SUBCONTRACTOR AND LOWER TIER UNCONDITIONAL WAIVER AND RELEASE OF LIEN ON PROGRESS PAYMENT**



KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ (the "Lienor"), for and in consideration of the payment of the sum of \$ \_\_\_\_\_ and other good and valuable consideration paid by JR Davis Construction Company, Inc. A Florida Corporation (the "Contractor"), the receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor and to Whaley Farms, LLC, a Florida limited liability company (the "Owner"), their successors and assigns, all liens, lien rights, claims and demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises located at \_\_\_\_\_ and legally described as set forth in **Exhibit "1"** attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon, up to and including the \_\_\_\_ day of \_\_\_\_\_, 2021 ("Release Date").

That the undersigned has the right and authority to execute this Subcontractor and Lower Tier Unconditional Waiver and Release of Lien on Progress Payment on behalf of Lienor. That this is a waiver and release of all lien rights and all other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders; and that all laborers retained or employed by Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the Property, and all labor, services and materials used by the undersigned in the construction of the Property, have been paid in full for work performed or materials supplied, up to and including the Release Date.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, THE CONTRACTOR AND OWNER HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

**IN WITNESS THEREOF**, I have hereunto set my hand seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

*(Row deleted)*

Company: \_\_\_\_\_  
A  
\_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF                    )

Sworn and subscribed to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2021\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**CONTRACTOR'S CONDITIONAL WAIVER AND RELEASE OF LIEN ON FINAL PAYMENT**  
(To accompany Application for Final Payment)

KNOW ALL MEN BY THESE PRESENTS:

That JR Davis Construction Company, Inc. A Florida Corporation (the "Lienor"), for and in consideration of the payment of the sum of \$ \_\_\_\_\_ and other good and valuable consideration paid by, Whaley Farms, LLC a Florida limited liability company (the "Owner"), conditioned only on receipt of payment, hereby releases, waives and quit claims to Owner, its successors and assigns, all liens, lien rights, claims or demands of any kind whatsoever, which Lienor now has or might have against Owner and/or the buildings and improvements on the premises located at \_\_\_\_\_ and legally described as set forth in **Exhibit "1"** attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this Contractor's Conditional Waiver and Release of Lien on Final Payment on behalf of the Lienor. That this is a waiver and release of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders; and that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied. Once in receipt of the payment sum referenced above, Lienor represents that it shall be paid in full and not entitled to any additional or further money for the project.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, THE OWNER HAS A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

**IN WITNESS THEREOF**, I have hereunto set my hand seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

JR Davis Construction Company, Inc.  
a Florida Limited Liability Company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF                    )

Sworn and subscribed to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
My Commission Expires:

**CONTRACTOR'S UNCONDITIONAL WAIVER AND RELEASE OF LIEN ON FINAL PAYMENT**

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**User Notes:**

Init.



KNOW ALL MEN BY THESE PRESENTS:

That JR Davis Construction Company, Inc. A Florida Corporation (the "Lienor"), for and in consideration of the payment of the sum of \$ \_\_\_\_\_ and other good and valuable consideration paid by Whaley Farms, LLC, a Florida limited liability company (the "Owner"), the receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Owner, its successors and assigns, all liens, lien rights, claims and demands of any kind whatsoever, which Lienor now has or might have against Owner and/or the buildings and improvements on the premises located at \_\_\_\_\_ and legally described as set forth in **Exhibit "1"** attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this Contractor's Unconditional Waiver and Release of Lien on Final Payment on behalf of the Lienor. That this is a waiver and release of all lien rights and other claims which Lienor has against the Property and the Owner for all labor, material and services performed thereon, including all extras and change orders; and that all laborers retained or employed by the Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the undersigned for the construction of improvements on the Property, and all labor, services and materials used by the undersigned in the construction of said improvements, have been paid in full for work performed or materials supplied. The Lienor represents that it has been paid in full and is not entitled to any additional money from Owner for the project.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, THE OWNER HAS A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

**IN WITNESS THEREOF**, I have hereunto set my hand seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

JR Davis Construction Company, Inc. A Florida

Corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF                    )

Sworn and subscribed to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
My Commission Expires:



\$ \_\_\_\_\_ and other good and valuable consideration paid by JR Davis Construction Company, Inc. A Florida Corporation (the "Contractor"), the receipt of which is hereby acknowledged, hereby releases, waives and quit claims to Contractor and to Whaley Farms, LLC, a Florida limited liability company (the "Owner"), their successors and assigns, all liens, lien rights, claims and demands of any kind whatsoever, which Lienor now has or might have against Contractor and/or Owner and/or the buildings and improvements on the premises located at \_\_\_\_\_ and legally described as set forth in **Exhibit "1"** attached hereto (the "Property") on account of labor and services performed and/or material furnished for the construction of any improvements thereon.

That the undersigned has the right and authority to execute this Subcontractor and Lower Tier Unconditional Waiver and Release of Lien on Final Payment on behalf of Lienor. That this is a waiver and release of all lien rights and all other claims which Lienor has against the Property, the Contractor, and the Owner for all labor, material and services performed thereon, including all extras and change orders; and that all laborers retained or employed by Lienor for construction of improvements on the Property, all suppliers and sub-contractors of Lienor who have furnished labor, material and services for the Property, and all labor, services and materials used by the undersigned in the construction of the Property, have been paid in full for work performed or materials supplied. The Lienor represents that it has been paid in full and is not entitled to any additional money from Owner for the project.

THE UNDERSIGNED ACKNOWLEDGES THAT, UNDER FLORIDA STATUTES, THE CONTRACTOR AND OWNER HAVE A RIGHT TO RELY UPON THIS WAIVER AND RELEASE AND THAT MAKING ANY FALSE STATEMENTS SHALL CONSTITUTE PERJURY AND PUNISHMENT CAN BE MADE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

IN WITNESS THEREOF, I have hereunto set my hand seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

Company: \_\_\_\_\_  
A \_\_\_\_\_

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF                    )

Sworn and subscribed to before me, a Notary Public, this \_\_\_\_ day of \_\_\_\_\_, 2021\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the company. He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF  
My Commission Expires:

**CONTRACTOR'S INTERIM PAYMENT AFFIDAVIT**

STATE OF FLORIDA            )  
COUNTY OF BROWARD)

Before me, the undersigned authority, personally appeared \_\_\_\_\_ of JR Davis Construction Company, Inc. who after being first duly sworn deposes and says of his or her personal knowledge the

following:

1. He or she is the \_\_\_\_\_ of JR Davis Construction Company, Inc. which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a written construction contract (the "Contract") with Whaley Farms, LLC, a Florida limited liability company, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said Contract.

3. This affidavit is executed by the Contractor in accordance with Section 713.06(3)(c)(1), Florida Statutes, for the purposes of obtaining a progress payment from the Owner for all labor services and materials provided through \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

4. All Work (as defined in the Contract) to be performed under the Contract through \_\_\_\_\_ has been fully completed and all lienors under the Contract have been paid in full for such Work, except the following listed lienors:

**NAME OF LIENOR**

**AMOUNT DUE**

Signed, sealed, and delivered this \_\_\_\_ day of \_\_\_\_\_, 2021.

Corporation

JR Davis Construction Company, Inc. A Florida

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF BROWARD        )

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ of JR Davis Construction Company, Inc. who is personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_



CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA )
COUNTY OF BROWARD )

Before me, the undersigned authority, personally appeared \_\_\_\_\_ of JR Davis Construction Company, Inc. who, after being first duly sworn under oath, deposes and says of his or her personal knowledge the following:

1. He or she is the \_\_\_\_\_ of JR Davis Construction Company, Inc. which is duly authorized to and does business in the State of Florida, hereinafter referred to as "Contractor."

2. Contractor, pursuant to a written construction contract (the "Contract") with Whaley Farms, , a Florida limited liability company, hereinafter referred to as "Owner," has furnished or caused to be furnished labor, materials, supplies, and services for the construction of certain improvements to real property as more particularly set forth in the Contract between Contractor and Owner.

3. This Affidavit is executed by Contractor in accordance with Section 713.06 of the Florida Statutes for the purposes of obtaining final payment from Owner in the amount of \$\_\_\_\_\_.

4. All work to be performed under the Contract has been fully completed, and all lienors under the Contract have been paid in full.

Signed, sealed, and delivered this \_\_\_\_ day of \_\_\_\_\_, 2021.

Corporation JR Davis Construction Company, Inc. A Florida

By: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_

STATE OF FLORIDA )
COUNTY OF BROWARD )

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification, and did take an oath.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_ Print Name: \_\_\_\_\_

Init.



# AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:  
(Name and location or address)

Bella Tara Phase 1 (Whaley Farms)

**THE OWNER:**  
(Name, legal status and address)

Whaley Farms, LLC., Limited Liability Company  
15481 SW 12th Street #309  
Sunrise, FL 33326  
Telephone Number: (954) 210-7352

**THE ARCHITECT:**  
(Name, legal status and address)

<< Poulos & Bennett, LLC. >> Limited Liability Company  
<< 2602 E Livingston Street, Orlando, FL 32803  
>>  
Telephone Number: (407) 839-4006

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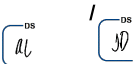
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- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
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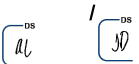
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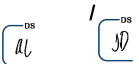
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**ARTICLE 1 GENERAL PROVISIONS****§ 1.1 Basic Definitions****§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

**§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

**§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

**§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

**§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

**§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

**§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

**§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

**§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 OWNER****§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

**§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

**§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### ARTICLE 3 CONTRACTOR

#### § 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### § 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

**§ 3.5 Warranty**

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

**§ 3.6 Taxes**

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

**§ 3.7 Permits, Fees, Notices and Compliance with Laws**

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

**§ 3.7.4 Concealed or Unknown Conditions**

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

**§ 3.8 Allowances**

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional,

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whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

**§ 3.13 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

**§ 3.15 Cleaning Up**

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

**§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

**§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

**§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work,

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provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

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Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

## § 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

## § 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

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§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

**§ 6.3 Owner's Right to Clean Up**

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

**ARTICLE 7 CHANGES IN THE WORK****§ 7.1 General**

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

**§ 7.2 Change Orders**

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

**§ 7.3 Construction Change Directives**

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;



- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor’s agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor’s agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect’s professional judgment, to be reasonably justified. The Architect’s interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

**§ 7.4 Minor Changes in the Work**

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect’s order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect’s order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

**ARTICLE 8 TIME**

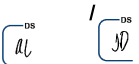
**§ 8.1 Definitions**

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.



**§ 8.2 Progress and Completion**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

**§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

**ARTICLE 9 PAYMENTS AND COMPLETION****§ 9.1 Contract Sum**

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

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 9.2 Schedule of Values**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

**§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### § 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

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- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## § 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

**§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

**§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

**§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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**§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY****§ 10.1 Safety Precautions and Programs**

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

**§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

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- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities

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proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

#### **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the



procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

## § 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

**§ 14.2 Termination by the Owner for Cause**

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 Suspension by the Owner for Convenience**

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

**§ 14.4 Termination by the Owner for Convenience**

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

#### **§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

#### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

#### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

#### **§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

#### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.



**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



Addendum to AIA Document A101 – 2017

July 11, 2024

**BETWEEN** the Owner:

Whaley Farms, LLC  
15481 SW 12th Street #309  
Sunrise, FL 33326  
Telephone Number: (954) 210-7352

and the Contractor:

JR Davis Construction Company, Inc.  
210 Hangar Road, Kissimmee, FL 34741  
Telephone Number: (407) 870-0066

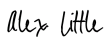
for the following Project:


Bella Tara Phase 1 (Whaley Farms)

It is hereby agreed that the overall insurance deductible must not exceed \$250,000 and approved by Craig Perry.

Professional Liability coverage is not required and approved by Craig Perry.

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

DocuSigned by:  
  
\_\_\_\_\_  
**OWNER** (Signature)  
«Alex Little»«, COO»  
(Printed name and title)

DocuSigned by:  
 7/11/2024  
\_\_\_\_\_  
**CONTRACTOR** (Signature)  
«Jr. Davis, President »  
(Printed name and title)

# SECTION V



**Grau & Associates**  
CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301  
Boca Raton, Florida 33431  
(561) 994-9299 • (800) 299-4728  
Fax (561) 994-5823  
www.graucpa.com

November 22, 2024

Board of Supervisors  
Bella Tara Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

We are pleased to confirm our understanding of the services we are to provide Bella Tara Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2024, with the option of four (4) additional one-year renewals. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Bella Tara Community Development District as of and for the fiscal year ended September 30, 2024, with the option of four (4) additional one-year renewals. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

**Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

**Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

**Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates 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 Auditor 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 Grau & Associate'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 Grau & Associates, Grau & Associates 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 GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.**

This agreement provides for a contract period of one (1) year with the option of four (4) additional, one-year renewals upon the written consent of both parties. Our fee for these services will not exceed \$3,200 for the September 30, 2024 audit. The fees for the fiscal years 2025, 2026, 2027 and 2028 will not exceed \$3,300, \$3,400, \$3,500 and \$3,600, respectively, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Bella Tara Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,


Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Bella Tara Community Development District.

By:   
Title: District Manager  
Date: 11/25/24



**FICPA Peer Review Program**  
Administered in Florida  
by The Florida Institute of CPAs



Peer Review  
Program

**AICPA Peer Review Program**  
Administered in Florida  
by the Florida Institute of CPAs

**March 17, 2023**

**Antonio Grau**  
**Grau & Associates**  
**951 Yamato Rd Ste 280**  
**Boca Raton, FL 33431-1809**

**Dear Antonio Grau:**

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

*FICPA Peer Review Committee*

**Peer Review Team**  
**FICPA Peer Review Committee**

**850.224.2727, x5957**

**cc: Daniel Hevia, Racquel McIntosh**

**Firm Number: 900004390114**

**Review Number: 594791**



# SECTION VI

This instrument was prepared by:

KUTAK ROCK LLP  
107 W. College Avenue  
Tallahassee, Florida 32301

**INTERLOCAL AGREEMENT  
REGARDING KISSIMMEE PARK ROAD EXPANSION**

This *Interlocal Agreement regarding Kissimmee Park Road Expansion* (“**Agreement**”) is entered into by and among the following parties:

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**Bella Tara CDD**”); and

**WHALEY FARMS, LLC**, a Florida limited liability company, the owner and developer of certain lands within the boundary of the Bella Tara CDD, and whose mailing address is 15481 SW 12<sup>th</sup> Street, Suite 309 Sunrise, FL 33326 (“**Bella Tara Developer**”); and

**KISSIMMEE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is c/o Breeze, 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 (“**Platt CDD**”); and

**HAWK PLATT, LLC**, a Florida limited liability company, the owner and developer of certain lands within the boundary of the Platt CDD, and whose mailing address is 2502 Rocky Point Drive, Suite 1050, Tampa, Florida 33607 (“**Platt Developer**”).

**RECITALS**

**WHEREAS**, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the Bella Tara CDD and Platt CDD are special purpose units of local government established pursuant to Chapter 190, *Florida Statutes*, and for the purposes of constructing, acquiring, installing, operating, maintaining, repairing, and replacing public infrastructure improvements such as roadways, utilities, and related improvements; and

**WHEREAS**, the Bella Tara Developer and Platt Developer, respectively, are landowners and developers of the lands within the Bella Tara CDD and Platt CDD, respectively; and

**WHEREAS**, the development of the lands within Bella Tara CDD and Platt CDD will require an expansion of Kissimmee Park Road, which consists of both roadway improvements and utilities improvements as described herein; and

*KP Road Improvements*

**WHEREAS**, as part of the Kissimmee Park Road expansion, Osceola County has required that the Bella Tara CDD and Platt CDD agree to design, permit, and construct the four-lane expansion of Kissimmee Park Road, including, but not limited to, roadway, stormwater, dry utilities, hardscape, landscape, and irrigation improvements (together, “**KP Road Improvements**”); and

**WHEREAS**, Exhibit “A” depicts the three segments of the KP Road Improvements, including the “**Bella Tara Road Segment**” adjacent to the Bella Tara Developer’s property, the “**Platt Road Segment**” adjacent to the Platt Developer’s property, and the “**BTI Road Segment**,” which is an offsite property that will be conveyed to Osceola County (“**County**”) or City of St. Cloud (“**City**”); and

**WHEREAS**, pursuant to an agreement entered into or to be executed among Bella Tara Developer, County, and City (“**Bella Tara Tri-Party Development Agreement**”), Bella Tara CDD will design, permit, and construct the KP Road Improvements for the Bella Tara Road Segment at its own cost, and will further design, permit, and construct the KP Road Improvements for the BTI Road Segment, provided however that the cost of the design, permitting, and construction of the KP Road Improvements for the BTI Road Segment will be cost-shared with Bella Tara CDD financing 40% of those costs and Platt CDD financing 60% of those costs; and

**WHEREAS**, pursuant to an agreement entered into or to be executed among Platt Developer, County and City (“**Platt Tri-Party Development Agreement**”), the Platt CDD will construct at its own cost the KP Road Improvements for the Platt Road Segment; and

**WHEREAS**, under the Bella Tara Tri-Party Development Agreement, and the Platt Tri-Party Development Agreement, mobility fee and other credits and/or a cash reimbursement are available for the design, permitting and construction of the KP Road Improvements; and

**WHEREAS**, upon completion of the KP Road Improvements, Bella Tara CDD/Bella Tara Developer and Platt CDD/Platt Developer will convey their respective portions of the KP Road Improvements to the County or City for ownership and operation; and

*KP Utilities*

**WHEREAS**, also as part of the Kissimmee Park Road expansion, the Tohopekaliga Water Authority (“**TOHO**”) has further required that the Bella Tara CDD and Platt CDD agree to design, permit and construct certain water, wastewater, and reuse systems (together, “**KP Utilities**”); and

**WHEREAS**, Exhibit “A” depicts the three segments of the KP Utilities, including the “**Bella Tara Utilities Segment**”, “**Platt Utilities Segment**” and the “**BTI Utilities Segment**,” and

**WHEREAS**, pursuant to a Utility Construction Agreement Kissimmee Park Road entered into or to be executed between Bella Tara CDD, Platt CDD, other third party developers and Tohopekaliga Water Authority (“**TOHO**”) (“**TOHO Agreement**”), and because the KP Utilities will be oversized within the Platt

Utilities Segment, Bella Tara Utilities Segment and BTI Utilities Segment, Bella Tara CDD will design, permit, and construct the KP Utilities for the Bella Tara Utilities Segment and BTI Utilities Segment, provided however that the cost of the design, permitting, and construction of the KP Utilities for the Bella Tara Utilities Segment and BTI Utilities Segment will be cost-shared between Bella Tara CDD and Platt CDD based on the percentages in **Exhibit “B1, B2, and B3;”** and

**WHEREAS**, pursuant to the TOHO Agreement to be completed or executed, the Platt CDD will construct at its own cost the KP Utilities for the Platt Utilities Segment; and

**WHEREAS**, under the TOHO Agreement, and because certain of the KP Utilities may be oversized or third-party developers may participate at the request of TOHO, impact fee or similar credits may be available for the construction of the KP Utilities; and

**WHEREAS**, upon completion of the KP Utilities, the KP Utilities will be conveyed to TOHO for ownership and operation; and

**WHEREAS** the parties now desire to set forth their mutual rights and obligations with respect to the KP Roadway Improvements and KP Utilities.

**WHEREAS** the parties intend to enter into a separate agreement to set forth their mutual rights and obligations with respect to certain Lake Toho Roadway Improvements and Lake Toho Utility Improvements pursuant to the Bella Tara Tri-Party Development Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and other considerations contained herein, the parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
2. **BELLA TARA CDD DESIGN, PERMITTING & CONSTRUCTION OBLIGATIONS**
  - a. **Design, permitting and construction of Bella Tara Improvements** - The Bella Tara CDD shall undertake, or cause to be undertaken, the design, permitting, and construction of the KP Road Improvements for the Bella Tara Road Segment and BTI Road Segment (together, “**KP Road Improvements – Bella Tara**”), as well as the KP Utilities for the Bella Tara Utilities Segment and BTI Utilities Segment (together, “**KP Utilities – Bella Tara,**” together with the KP Road Improvements – Bella Tara, the “**Bella Tara Improvements**”).
  - b. **Design and permitting of Platt Improvements** - The Bella Tara CDD shall undertake, or cause to be undertaken, the design and permitting of the KP Road Improvements for Platt Road Segment (“**KP Road Improvements – Platt**”), as well as the design and permitting of KP Utilities for the Platt Utilities Segment (“**KP Utilities – Platt,**” together with the KP Road Improvements – Platt, the “**Platt Improvements**”).
  - c. **Procurement** - To the extent required by the Bella Tara Tri-Party Development Agreement and TOHO Agreement and/or Florida Law, the Bella Tara CDD shall publicly bid any contracts necessary for the design, permitting, and construction required under this Section 2, or may accept an assignment of the necessary contracts from the Bella Tara Developer, on terms and conditions reasonably acceptable to Bella Tara CDD.

- d. **Transfer at Completion** - Upon completion of the Bella Tara Improvements, Bella Tara CDD shall transfer the improvements to the appropriate local purpose unit of government for ownership and operation.
- e. **Real Estate Rights** - The Bella Tara Developer shall provide or cause to be provided all real estate rights necessary for the Bella Tara CDD to undertake the Bella Tara Improvements and otherwise take the actions required hereunder, with form(s) of deeds and/or easements to be provided at no cost to the Bella Tara CDD and in a form reasonably acceptable to County, City and/or TOHO, as applicable.
- f. **Assignment of Rights**
  - i. The Bella Tara Developer hereby assigns, and the Bella Tara CDD hereby accepts, all rights and obligations under the Bella Tara Tri-Party Development Agreement and TOHO Agreement relating to the design, permitting, and construction of the Bella Tara Improvements. Except for the rights assigned hereunder, the Bella Tara Developer shall fulfill its obligations for the Bella Tara Improvements under the Bella Tara Tri-Party Development Agreement and TOHO Agreement.
- g. **Costs**
  - i. All costs associated with the design, permitting and construction of the KP Road Improvements related to the Bella Tara Road Segment shall be funded solely by the Bella Tara CDD.
  - ii. All costs associated with the design, permitting and construction of the KP Road Improvements related to the BTI Road Segment, shall be cost-shared between the Bella Tara CDD and Platt CDD with Bella Tara CDD responsible for 40% of the costs and Platt CDD responsible for 60% of the costs.
  - iii. All costs associated with the design, permitting and construction of the Bella Tara Utilities Segment and BTI Utilities Segment, shall be cost-shared by percentages between Bella Tara CDD and Platt CDD, as set forth in **Exhibit "B1, B2 and B3,"** and otherwise cost shared with others to the extent provided for in other agreement(s) and/or approval(s).
- h. **Credits** – The Bella Tara CDD and Platt CDD shall be entitled to cost-shared any mobility fee credits, cash reimbursements, and/or other impact fee or similar credits (together, "**Credits**") generated from the construction of the Bella Tara Improvements, as follows:
  - i. The Bella Tara CDD shall be entitled to receive all Credits related to the KP Road Improvements for the Bella Tara Road Segment.
  - ii. The Bella Tara CDD (or Bella Tara Developer) and Platt CDD (or Platt Developer) shall be entitled to cost-share all Credits related to the KP Road Improvements for the BTI Road Segment, with Bella Tara CDD (or Bella Tara Developer) receiving 40% of the Credits and Platt CDD (or Platt Developer) receiving 60% of the Credits.
  - iii. The Bella Tara CDD and Platt CDD shall be entitled to cost-share by percentages of all oversizing Credits related to the KP Utilities – Bella Tara, as set forth in **Exhibit "B1, B2 and B3,"** and otherwise cost shared with others to the extent provided for in other agreement(s) and/or approval(s).
- i. **Timing**
  - i. The Bella Tara Developer and or Bella Tara CDD will begin construction of the Bella Tara Improvements within 90 days of entering into the Bella Tara Tri-Party Development Agreement, TOHO Agreement and issuance of approved

construction plans and all required permits to construct the Bella Tara Improvements (“**Commencement Date**”).

- ii. Should the Bella Tara CDD not begin construction by the Commencement Date, then at Platt CDD’s written request, and subject to the rights of the Bella Tara CDD’s bond trustee and/or bondholders, the Bella Tara CDD will assign its contract rights from the Bella Tara Developer and/or the Bella Tara CDD for the construction of the Bella Tara Improvements to the Platt CDD, and the Platt CDD will proceed with construction of the Bella Tara Improvements. In this event, the Platt CDD will be entitled to reimbursement of costs from Bella Tara CDD and any applicable credits for the construction assignment, and that the Bella Tara CDD would have received in accordance with this Agreement.
- iii. The Platt CDD may also choose to begin construction of the Platt Road Improvements to expedite the completion of construction.

### 3. **PLATT CDD CONSTRUCTION OBLIGATIONS**

- a. **Construction** - The Platt CDD shall undertake the construction of the Platt Improvements, based on the designs and permits obtained by Bella Tara CDD and pursuant to Section 2.b. above. The Platt Improvements shall be designed by Bella Tara CDD and constructed by Platt CDD.
- b. **Procurement** - To the extent required by the Platt Tri-Party Development Agreement and TOHO Agreement and/or Florida Law, the Platt CDD shall publicly bid any contracts necessary for the construction required under this Section 3 or may accept an assignment of the necessary contracts from the Platt Developer, on terms and conditions reasonably acceptable to Platt CDD.
- c. **Transfer at Completion** - Upon completion of the Platt Improvements, Platt CDD or Platt Developer shall transfer the improvements to the appropriate local purpose unit of government for ownership and operation.
- d. **Real Estate Rights** - The Platt Developer shall provide or cause to be provided all real estate rights necessary for the Platt CDD to undertake the Platt Improvements, and otherwise take the actions required hereunder, with form(s) of deeds and/or easements to be provided at no cost to the Platt CDD and in a form reasonably acceptable to County, City and/or TOHO, as applicable.
- e. **Assignment of Rights** –
  - i. The Platt Developer hereby assigns, and the Platt CDD hereby accepts, all rights and obligations under the Platt Tri-Party Development Agreement and TOHO Agreement relating to the construction of the Platt Improvements. Except for the rights assigned hereunder, the Platt Developer shall otherwise fulfill its obligations under the Platt Tri-Party Development Agreement and TOHO Agreement.
  - ii. The Bella Tara Developer hereby assigns, and the Platt CDD hereby accepts, all rights and obligations for the permits under the Platt Tri-Party Development Agreement and TOHO Agreement relating to the Platt Improvements.
- f. **Costs**
  - i. All costs associated with the design and permitting of the Platt Improvements shall be reimbursed from the Platt CDD to the Bella Tara CDD, pursuant to **Exhibits B1, B2, and B3** for the design and permitting costs associated with the utilities and 45% of the design and permitting costs associated with the

roadway. The 45% is calculated based on the length of the Platt Road Segment 5,400 linear feet (Sta 2+50 to 56 +50) compared to the overall length of all three (3) KP Road Segments totaling 12,050 linear feet (Sta 2+ 50 to 123 + 00).

- ii. All construction costs associated with the Platt Improvements shall be funded solely by the Platt CDD or Platt Developer.

#### 4. **CDD FINANCING.**

- a. **Bond Issuance** - Within 90 days of the effective date of this Agreement, the Bella Tara CDD and Platt CDD each shall issue tax-exempt bonds (together, “**CDD Bonds**”) secured by the levy of debt assessments on all benefitted developable lands within Bella Tara CDD and Platt CDD, respectively, and to fund the full costs of the KP Road Improvements and KP Utilities. Prior to such time, and to ensure that CDD Bonds can be issued upon 90 days’ notice, the Bella Tara CDD and Platt CDD shall make reasonable efforts to levy master debt assessments to secure the CDD Bonds pursuant to Chapters 170, 190 and 197, Florida Statutes, and to validate the issuance of the CDD Bonds pursuant to Chapter 75, Florida Statutes.
- b. **Bond Documents & Cooperation** - All CDD Bonds shall be issued using industry standard documents, including but not limited to legal opinions addressing the legality of the CDD Bonds and the related debt assessments securing the CDD Bonds. All parties shall use reasonable efforts to cooperate with one another and with respect to the issuance of the CDD Bonds, including but not limited to by executing any documents reasonably necessary for the issuance of the CDD Bonds.
- c. **Minimum Construction Proceeds** - The CDD Bonds shall be issued in amounts necessary to immediately generate at least \$30,000,000 in bond proceeds (i.e., at least \$12,000,000 for the Bella Tara CDD Bonds, and at least \$18,000,000 for the Platt CDD Bonds).
- d. **Acquisition & Construction Sub-Accounts**
  - i. The CDD Bonds issued by Bella Tara CDD shall have the following acquisition and construction sub-accounts:
    - 1. Series Acquisition & Construction Account – Bella Tara Improvements, the proceeds of which shall be in the amount of at least \$5,000,000 and shall be used first to fund the Bella Tara Road Segment. Only after completion of the design, permitting, and construction of the Bella Tara Road Segment may the funds within this sub-account be used for other portions of the CIP (as defined herein).
    - 2. Series Acquisition & Construction Account – Shared Improvements, the proceeds of which shall be in the amount of at least \$7,000,000 and shall be used first to fund the Bella Tara CDD’s share of the costs set forth in Sections 2.g(ii) and 2.g.(iii) of this Agreement. Only after completion of the design, permitting, and construction of the cost-shared improvements identified in Sections 2.g(ii) and 2.g.(iii) may the funds within this sub-account be used for other portions of the CIP (as defined herein).
  - ii. The CDD Bonds issued by Platt CDD shall have the following acquisition and construction sub-accounts:
    - 1. Series Acquisition & Construction Account – Platt Improvements, the proceeds of which shall be in the amount of at least \$11,000,000 and shall be used first to fund the Platt Road Segment and Platt Utilities Segment

construction. Only after completion of the design, permitting, and construction of the Platt Road Segment and Platt Utilities Segment may the funds within this sub-account be used for other portions of the CIP (as defined herein).

2. Series Acquisition & Construction Account – Shared Improvements, the proceeds of which shall be in the amount of at least \$7,000,000 and shall be used first to fund the Platt CDD’s share of the costs set forth in Sections 2.g(ii) and 2.g.(iii) of this Agreement. Only after completion of the design, permitting, and construction of the cost-shared improvements identified in Sections 2.g(ii) and 2.g.(iii) may the funds within this sub-account be used for other portions of the CIP (as defined herein).
- e. **Engineer’s Report** - The CDD Bonds shall be issued using the master form of engineer’s report attached hereto as **Exhibit C**, which describes the KP Road Improvements and KP Utilities (“**Capital Improvement Plan**” or “**CIP**”) and includes, among other things, the design, permitting, and construction costs.
- f. **Completion Obligation** - Among other agreements related to the issuance of the CDD Bonds, each of the Bella Tara Developer and Platt Developer shall enter into completion agreement(s) whereby they will be responsible for paying the cost (“**Excess Costs**”) of the KP Roadway Improvements and KP Utilities to the extent that such costs are in excess of the amount of proceeds available from the CDD Bonds; provided, however, that the Bella Tara Developer shall only be responsible for funding Excess Costs that would be the obligation of the Bella Tara CDD under this Agreement, and the Platt Developer shall only be responsible for funding Excess Costs that would be the obligation of the Platt CDD under this Agreement. Any payment for Excess Costs shall be made to the Bella Tara CDD and Platt CDD, respectively, within 10 days of written request to the Bella Tara Developer and Platt Developer.
- g. **Management of Credits and Debt Assessments** - To the extent that Credits are available from the construction of the KP Road Improvements and/or KP Utilities, the Bella Tara CDD and Platt CDD/Platt Developer shall be entitled to their respective shares of the Credits, as outlined above, and the Bella Tara Developer and Platt Developer shall make reasonable efforts to ensure that such Credits are transferred to the Bella Tara CDD/Bella Tara Developer and Platt CDD/Platt Developer.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the others to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

6. **ATTORNEYS’ FEES AND COSTS.** In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the parties; the parties have complied with all the requirements of law; and the parties have full power and authority to comply with the terms and provisions of this instrument.



8. **NOTICES.** All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses of any change in name, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth herein.

9. **ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully among the parties as an arm’s length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **THIRD PARTY BENEFICIARIES.** Except as set forth below, this Agreement is solely for the benefit of the parties 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 Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

11. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the parties.

12. **APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Osceola County, Florida.

13. **PUBLIC RECORDS.** The Developers understands and agrees that all documents of any kind provided to the Bella Tara CDD and/or Platt CDD in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

14. **FILING.** The Bella Tara CDD shall cause this Agreement to be filed with the Clerk of the Circuit Court of Osceola County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

15. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

16. **LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the Bella Tara CDD or Platt CDD beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on this date and year first above written.

**BELLA TARA COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of the Bella Tara Community Development District, on its behalf. He  is personally known to me or  produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**KISSIMMEE PARK  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairperson of the Kissimmee Park Community Development District, on its behalf. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**WHALEY FARMS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as an authorized representative of **WHALEY FARMS, LLC**, on its behalf. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

**SIGNATURE PAGE TO INTERLOCAL AGREEMENT**

**HAWK PLATT, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as an authorized representative of **HAWK PLATT, LLC**, on its behalf. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

- EXHIBIT A:** KP Road Improvements Map
- EXHIBIT B1, B2 and B3:** KP Utilities Map and Cost-shared Percentages
- EXHIBIT C:** Engineers Report

# SECTION VII

# SECTION C



# SECTION 1

***Bella Tara***  
***Community Development District***

***Unaudited Financial Reporting***  
***November 30, 2024***



# Table of Contents

1 Balance Sheet

2 General Fund

3 Capital Project Fund

**Bella Tara**  
**Community Development District**  
**Combined Balance Sheet**  
**November 30, 2024**

	<i>General Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
<b>Assets:</b>			
<b>Cash</b>			
Operating Account	\$ 1,230	\$ -	\$ 1,230
Due from Capital Projects Fund	4,131	-	4,131
Due from Developer	1,733	-	1,733
Prepaid Expenses	-	-	-
Deposits	-	-	-
<b>Total Assets</b>	<b>\$ 7,094</b>	<b>\$ -</b>	<b>\$ 7,094</b>
<b>Liabilities:</b>			
Accounts Payable	\$ 9,975	\$ 4,131	\$ 14,107
Due to Landowner	-	-	-
<b>Total Liabilities</b>	<b>\$ 9,975</b>	<b>\$ 4,131</b>	<b>\$ 14,107</b>
<b>Fund Balance:</b>			
Restricted for:			
Capital Projects	\$ -	\$ (4,131)	\$ (4,131)
Capital Project - Series			-
Assigned for:			
Capital Reserve Fund	-	-	-
Capital Reserves	-	-	-
Unassigned	(2,881)	-	(2,881)
<b>Total Fund Balances</b>	<b>\$ (2,881)</b>	<b>\$ (4,131)</b>	<b>\$ (7,013)</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$ 7,094</b>	<b>\$ -</b>	<b>\$ 7,094</b>

# Bella Tara

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2024

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
<b>Revenues</b>				
Developer Contribution	\$ 102,125	\$ 17,021	\$ -	\$ (17,021)
<b>Total Revenues</b>	<b>\$ 102,125</b>	<b>\$ 17,021</b>	<b>\$ -</b>	<b>\$ (17,021)</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Engineering	\$ 2,000	\$ 333	\$ -	\$ 333
Arbitrage Rebate	500	83	-	-
Attorney	25,000	4,167	523	3,644
Annual Audit	5,000	-	-	-
Assessment Administration	5,000	-	-	-
Dissemination Agent	5,000	-	-	-
Trustee Fees	5,000	-	-	-
Management Fees	40,000	6,667	6,667	0
Information Technology	1,800	300	300	-
Website Maintenance	1,200	200	200	-
Telephone	100	17	-	17
Postage & Delivery	200	33	1	33
Insurance General Liability	6,000	6,000	5,814	186
Printing & Binding	100	17	3	14
Legal Advertising	3,000	500	-	500
Other Current Charges	2,000	333	76	257
Office Supplies	50	8	0	8
Dues, Licenses & Subscriptions	175	175	175	-
<b>Total General &amp; Administrative</b>	<b>\$ 102,125</b>	<b>\$ 18,833</b>	<b>\$ 13,759</b>	<b>\$ 4,991</b>
<b>Total Expenditures</b>	<b>\$ 102,125</b>	<b>\$ 18,833</b>	<b>\$ 13,759</b>	<b>\$ 4,991</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ (1,813)</b>	<b>\$ (13,759)</b>	<b>\$ (12,030)</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (1,813)</b>	<b>\$ (13,759)</b>	<b>\$ (12,030)</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 10,877</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ (2,881)</b>	

**Bella Tara**  
**Community Development District**  
**Capital Projects Fund Series**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending November 30, 2024**

	Adopted Budget	Prorated Budget Thru 11/30/24	Actual Thru 11/30/24	Variance
<b>Revenues:</b>				
Interest Income	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures:</b>				
Improvements	-	-	-	-
Cost of Issuance	-	-	4,131	(4,131)
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 4,131</b>	<b>\$ (4,131)</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,131)</b>	<b>\$ (4,131)</b>
<b>Other Financing Sources/(Uses):</b>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
<b>Total Other Financing Sources/(Uses)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,131)</b>	<b>\$ (4,131)</b>
<b>Fund Balance - Beginning</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (4,131)</b>	<b>\$ (4,131)</b>

**Bella Tara**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<b>Revenues:</b>													
Developer Contribution	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures:</b>													
<b>General &amp; Administrative:</b>													
Supervisor Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PR-FICA	-	-	-	-	-	-	-	-	-	-	-	-	-
Engineering	-	-	-	-	-	-	-	-	-	-	-	-	-
Attorney	523	-	-	-	-	-	-	-	-	-	-	-	523
Annual Audit	-	-	-	-	-	-	-	-	-	-	-	-	-
Assessment Administration	-	-	-	-	-	-	-	-	-	-	-	-	-
Dissemination Agent	-	-	-	-	-	-	-	-	-	-	-	-	-
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fees	3,333	3,333	-	-	-	-	-	-	-	-	-	-	6,667
Property Appraiser	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	150	150	-	-	-	-	-	-	-	-	-	-	300
Website Maintenance	100	100	-	-	-	-	-	-	-	-	-	-	200
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	1	-	-	-	-	-	-	-	-	-	-	-	1
Insurance General Liability	5,814	-	-	-	-	-	-	-	-	-	-	-	5,814
Printing & Binding	-	3	-	-	-	-	-	-	-	-	-	-	3
Legal Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Current Charges	38	38	-	-	-	-	-	-	-	-	-	-	76
Office Supplies	0	-	-	-	-	-	-	-	-	-	-	-	0
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
<b>Total General &amp; Administrative</b>	<b>\$ 10,134</b>	<b>\$ 3,624</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 13,759</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ (10,134)</b>	<b>\$ (3,624)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (13,759)</b>
<b>Net Change in Fund Balance</b>	<b>\$ (10,134)</b>	<b>\$ (3,624)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (13,759)</b>

# SECTION 2



# Bella Tara

Community Development District

Funding Request #19

September 4, 2024

	<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1</b>	<b>GMS-Central Florida, LLC</b> Inv# 14 - Mgmt Fees & Expenses (Sep 24)	\$	3,391.05
<b>2</b>	<b>Orlando Sentinel</b> Ad# OSC98510493 - Notice of Budget Hearing	\$	617.00
	<b>TOTAL</b>	<b>\$</b>	<b>4,028.05</b>

(1) All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

**Bella Tara Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

**GMS-Central Florida, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice**

Invoice #: 14

Invoice Date: 9/1/24

Due Date: 9/1/24

Case:

P.O. Number:

**Bill To:**Bella Tara  
219 E Livingston St  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - September 2024		3,125.00	3,125.00
Website Administration - September 2024		100.00	100.00
Information Technology - September 2024		150.00	150.00
Copies		16.05	16.05
<b>Total</b>			<b>\$3,391.05</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,391.05</b>

PO Box 8023  
Willoughby, OH 44096  
adbilling@tribpub.com  
844-348-2445

**Invoice Details**

Billed Account Name: Bella Tara Cdd  
Billed Account Number: CU80170639  
Invoice Number: 098510493000  
Invoice Amount: \$617.00  
Billing Period: 08/12/24 - 08/18/24  
Due Date: 09/17/24



**INVOICE**

Page 1 of 2

**Invoice Details**

Date	Tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
✓ 08/07/24 ✓ 08/14/24	OSC98510493	Classified Listings, Online BTA_BOS_Budget_AC_082724 Notice 7677564				617.00

RECEIVED

AUG 26 2024

GMS-CP, LLC

Invoice Total: \$617.00

**Account Summary**

Current	1-30	31-60	61-90	91+	Unapplied Amount
617.00	0.00	0.00	0.00	0.00	0.00

Please detach and return this portion with your payment.

PO Box 8023  
Willoughby, OH 44096

**Remittance Section**

Billed Period: 08/12/24 - 08/18/24  
Billed Account Name: Bella Tara Cdd  
Billed Account Number: CU80170639  
Invoice Number: 098510493000

Return Service Requested

3504000051 PRESORT PBPS001 <B>



BELLA TARA CDD  
STACIE VANDERBILT  
219 E LIVINGSTON ST  
ORLANDO FL 32801-1508

For questions regarding this billing, or change of address notification, please contact Customer Care.

Orlando Sentinel  
PO Box 8023  
Willoughby, OH 44096



# Orlando Sentinel

MEDIA GROUP

Published Daily  
ORANGE County, Florida

**Sold To:**

Bella Tara CDD - CU80170639  
219 E Livingston St  
Orlando, FL 32801

**Bill To:**

Bella Tara CDD - CU80170639  
219 E Livingston St  
Orlando, FL 32801

State Of Florida  
County Of Orange

Before the undersigned authority personally appeared  
Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11150-Public Hearing Notice Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Aug 07, 2024; Aug 14, 2024.

Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

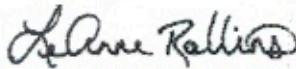


Rose Williams

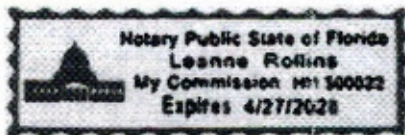
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 15 day of August, 2024,  
by above Affiant, who is personally known to me (X) or who has produced identification ( ).



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7677564

**BELLA TARA COMMUNITY  
DEVELOPMENT DISTRICT**

**NOTICE OF PUBLIC HEARING TO CONSIDER  
THE ADOPTION OF THE FISCAL YEAR  
2024/2025 BUDGET; NOTICE OF REGULAR  
BOARD OF SUPERVISORS MEETING; AND  
NOTICE OF AUDIT COMMITTEE MEETING.**

The Board of Supervisors ("Board") of the Bella Tara Community Development District ("District") will hold a public hearing on August 27, 2024 at 1:00 p.m. at Hart Memorial Library, Room 120, 211 E. Dakin Avenue, Kissimmee, Florida 34741, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. Immediately preceding the Board of Supervisors meeting will be a meeting of the Audit Committee of the Bella Tara Community Development District. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, 219 E. Livingston Street, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://bellataracad.com>.

The public hearing and meetings are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (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 Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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.

George S. Flint  
Governmental Management Services -  
Central Florida, LLC  
District Manager

7677564

8/7, 9/4/2024

7677564

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion (United Nations 1998).

There are a number of reasons why the world's population is expected to increase. One of the main reasons is that the world's population is still growing rapidly. In 1998, the world's population was 5.8 billion, and it is expected to reach 8.5 billion by 2050. This is a significant increase, and it is expected to be driven by a combination of factors, including a decline in mortality rates and a rise in fertility rates. In many developing countries, the death rate has fallen significantly in recent years, and this has led to a rapid increase in the number of people living. At the same time, many of these countries have high fertility rates, which is also contributing to the population growth.

Another reason why the world's population is expected to increase is that the world's population is becoming more diverse. In the past, the world's population was largely homogeneous, with most people living in a few major world powers.

However, in recent years, there has been a significant increase in the number of people living in developing countries. This is due to a number of factors, including a decline in mortality rates and a rise in fertility rates. In many developing countries, the death rate has fallen significantly in recent years, and this has led to a rapid increase in the number of people living. At the same time, many of these countries have high fertility rates, which is also contributing to the population growth. This increase in the number of people living in developing countries is expected to continue in the future, and it is likely to lead to a more diverse world population.

There are a number of challenges that the world's population is expected to face in the future. One of the main challenges is the need for more resources. As the world's population increases, there will be a need for more food, water, and energy. This is a significant challenge, and it is one that the world's governments and people will need to address in the future.

Another challenge is the need for more education. As the world's population increases, there will be a need for more people to be educated. This is a significant challenge, and it is one that the world's governments and people will need to address in the future.

There are a number of ways in which the world's population can be managed in the future. One way is to reduce the world's population. This can be done by a number of means, including a decline in fertility rates and a rise in mortality rates. This is a significant challenge, and it is one that the world's governments and people will need to address in the future.

Another way is to increase the world's resources. This can be done by a number of means, including a rise in food production and a decline in energy consumption. This is a significant challenge, and it is one that the world's governments and people will need to address in the future.

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# Bella Tara

Community Development District

Funding Request #20

October 22, 2024

	<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1</b>	<b>GMS-Central Florida, LLC</b>		
	Inv# 15 - Mgmt Fees & Expenses (Oct 24)	\$	3,587.05
<b>2</b>	<b>Kutak Rock, LLP</b>		
	Inv# 3438576 - Attorneys Fees (Jul 24)	\$	1,684.50
	Inv# 3453170 - Attorneys Fees (Aug 24)	\$	139.00
<b>3</b>	<b>Osceola News-Gazette</b>		
	Inv# 79F1C7AF-0007 - Notice of Meeting Dates	\$	87.88
	<b>TOTAL</b>	<b>\$</b>	<b>5,498.43</b>

(1) All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

**Bella Tara Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

**GMS-Central Florida, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice****Invoice #:** 15**Invoice Date:** 10/1/24**Due Date:** 10/1/24**Case:****P.O. Number:****Bill To:**Bella Tara  
219 E Livingston St  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - October 2024		3,333.33	3,333.33
Website Administration - October 2024		100.00	100.00
Information Technology - October 2024		150.00	150.00
Office Supplies		0.03	0.03
Postage		0.69	0.69
Copies		3.00	3.00
<b>Total</b>			<b>\$3,587.05</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,587.05</b>



**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

August 22, 2024

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3438576

Client Matter No. 40123-1

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Bella Tara Community Development District  
Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3438576  
40123-1

Re: General Counsel

For Professional Legal Services Rendered

07/10/24	J. Earlywine	0.50	160.00	Conference call regarding interlocal; follow-up
07/11/24	J. Earlywine	3.20	1,024.00	Review and revise interlocal agreement, and engineer's report; conferences with Perry regarding same; email regarding same
07/12/24	J. Earlywine	0.50	160.00	Conference call regarding interlocal; follow-up
07/14/24	J. Earlywine	0.40	128.00	Revise interlocal agreement; email regarding same
07/18/24	J. Earlywine	0.10	32.00	Email regarding interlocal
07/23/24	J. Earlywine	0.50	160.00	Review revised engineer's report and interlocal; confer with Perry regarding same; email regarding same
07/29/24	K. Ibarra	0.10	20.50	Research adoption of resolution extending board member terms
<b>TOTAL HOURS</b>		<b>5.30</b>		

**KUTAK ROCK LLP**

Bella Tara Community Development Distric

August 22, 2024

Client Matter No. 40123-1

Invoice No. 3438576

Page 2

TOTAL FOR SERVICES RENDERED

\$1,684.50

TOTAL CURRENT AMOUNT DUE

\$1,684.50

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

September 23, 2024

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3453170

Client Matter No. 40123-1

Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Bella Tara Community Development District  
Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3453170  
40123-1

Re: General Counsel

For Professional Legal Services Rendered

08/24/24	J. Earlywine	0.20	64.00	Review changes to interlocal; follow-up email
08/27/24	A. Ligas	0.30	75.00	Prepare for and attend board meeting by phone

TOTAL HOURS 0.50

TOTAL FOR SERVICES RENDERED \$139.00

TOTAL CURRENT AMOUNT DUE \$139.00

Osceola News- Gazette  
222 Church Street

Kissimmee, FL 34741  
[help.column.us](http://help.column.us)

Bill to  
Bella Tara CDD

Invoice number 79F1C7AF-0007  
Notice ID 4E4feIDdT wLjzAPVHhQL  
Publisher Osceola News-Gazette  
Date of issue Sep 21, 2024  
Date due Oct 20, 2024  
Amount due **\$87.88**

Description	Qty	Unit price	Amount
09/26/2024: Legal and Public Notice Notice	1	79.89	79.89

=== Notes ===

Notice Name: BELLA TARA CDD\*FY2025 Meeting Dates

=== How to pay this invoice ===

Column Software PBC accepts online payment via credit or debit card, or ACH bank transfers. Please click here to pay online:  
[https://www.column.us/invoices/in\\_1Q1J9rHmcZCnOTsL3nIBQDX2/pay](https://www.column.us/invoices/in_1Q1J9rHmcZCnOTsL3nIBQDX2/pay)

Please note that, once paid, the merchant name on your billing statements will be Column Software PBC.

Select organizations may also pay via check. Checks will result in processing delays and should not be used if your notice requires upfront payment. Please pay the exact amount due, write your invoice number 79F1C7AF-0007 on the memo, include a printed copy of your Invoice PDF, make the check payable to Osceola News- Gazette, and mail to the address above.

Subtotal	\$79.89
Tax	0.00
Processing Fee	7.99
<b>Amount due</b>	<b>\$87.88</b>

Pay here: [https://www.column.us/invoices/in\\_1Q1J9rHmcZCnOTsL3nIBQDX2/pay](https://www.column.us/invoices/in_1Q1J9rHmcZCnOTsL3nIBQDX2/pay)

Questions? Visit [help.column.us](http://help.column.us)



## INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.

If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: 4E4feIDdTWLJzAPVhQL | **Proof Updated: Sep. 20, 2024 at 10:34pm EDT**

Notice Name: BELLA TARA CDD\*FY2025 Meeting Dates

See Proof on Next Page

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

<b>FILER</b>	<b>FILING FOR</b>
Stacie Vanderbilt	Osceola News-Gazette
svanderbilt@gmscf.com	
(407) 841-5524	

<b>Columns Wide: 2</b>	<b>Ad Class: Legals</b>
------------------------	-------------------------

09/26/2024: Legal and Public Notice	79.89
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Subtotal	\$79.89
Tax %	0
Processing Fee	\$7.99
<b>Total</b>	<b>\$87.88</b>

**BOARD OF SUPERVISORS MEETING DATES  
BELLA TARA COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2025**

The Board of Supervisors of the Bella Tara Community Development District will hold their regular meetings for Fiscal Year 2025 at 1:00 PM at the Hart Memorial Central Library, 211 E. Dakin Avenue, Kissimmee, Florida 34741, on the fourth Tuesday of the month, unless otherwise indicated, as follows:

October 22, 2024  
November 26, 2024  
January 28, 2025  
February 25, 2025  
March 25, 2025  
April 22, 2025  
May 27, 2025  
June 24, 2025  
July 22, 2025  
August 26, 2025  
September 23, 2025

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 the District Manager, Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, FL 32801; by calling (407) 841-5524, during normal business hours, or via the District's website at <https://bellataracdd.com>.

There may be occasions when one or more Supervisors or staff will participate by speaker 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.

George S. Flint  
District Manager  
Governmental Management Services - Central Florida, LLC  
September 26, 2024

the 1990s, the number of people with a disability in the United States has increased by 25% (U.S. Census Bureau, 1997).

As a result of the increase in the number of people with disabilities, the need for accessible information has become a national priority. The Americans with Disabilities Act (ADA) of 1990 (Public Law 101-354) is the first federal law that prohibits discrimination against people with disabilities in all areas of public life, including jobs, state and local government services, public accommodations, and telecommunications. The ADA also requires that information be accessible to people with disabilities. The ADA is the basis for the National Information Accessability Act (NIAA) of 1996 (Public Law 104-134).

The NIAA requires that information be accessible to people with disabilities in the following areas:

- (1) Information on the Internet
- (2) Information on the World Wide Web
- (3) Information on the Intranet
- (4) Information on the Extranet
- (5) Information on the Intranet/Extranet

The NIAA also requires that information be accessible to people with disabilities in the following areas:

- (1) Information on the Internet
- (2) Information on the World Wide Web
- (3) Information on the Intranet
- (4) Information on the Extranet
- (5) Information on the Intranet/Extranet

The NIAA also requires that information be accessible to people with disabilities in the following areas:

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The NIAA also requires that information be accessible to people with disabilities in the following areas:

- (1) Information on the Internet
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- (3) Information on the Intranet
- (4) Information on the Extranet
- (5) Information on the Intranet/Extranet

# Bella Tara

Community Development District

Funding Request #21

December 4, 2024

	<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1</b>	<b>Egis Insurance &amp; Risk Advisors</b>		
	Inv# 24490 - Insurance FY2025	\$	5,200.00
<b>2</b>	<b>FloridaCommerce</b>		
	Inv# 91615 - Special District FY2025	\$	175.00
<b>3</b>	<b>GMS-Central Florida, LLC</b>		
	Inv# 16 - Mgmt Fees & Expenses (Nov 24)	\$	3,583.33
<b>4</b>	<b>Kutak Rock, LLP</b>		
	Inv# 3469217 - Attorneys Fees (Sep 24)	\$	436.50
	Inv# 3484217 - Attorneys Fees (Oct 24)	\$	523.00
	<b>TOTAL</b>	<b>\$</b>	<b>9,917.83</b>

(1) All Capital Related expenses will be reimbursed upon the issuance of Bonds.

Please make check payable to:

**Bella Tara Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351





**INVOICE**

<b>Customer</b>	Bella Tara Community Development District
<b>Acct #</b>	1391
<b>Date</b>	08/19/2024
<b>Customer Service</b>	Kristina Rudez
<b>Page</b>	1 of 1

Bella Tara Community Development District  
 c/o GMS  
 219 E Livingston St.  
 Orlando, FL 32801

Payment Information	
<b>Invoice Summary</b>	\$ 5,200.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#24490
1001241082	

Thank You

Please detach and return with payment



Customer: Bella Tara Community Development District

Invoice	Effective	Transaction	Description	Amount
24490	10/01/2024	Renew policy	Policy #1001241082 10/01/2024-10/01/2025 Florida Insurance Alliance  GL,POL,EPLI,HNO - Renew policy Due Date: 8/19/2024	5,200.00

<b>Total</b>	
\$	5,200.00

Thank You

*FOR PAYMENTS SENT OVERNIGHT:*  
 Bank of America Lockbox Services, Lockbox 748555, 6000 Fieldwood Rd. College Park, GA 30349

<b>Remit Payment To: Egis Insurance Advisors</b>	(321)233-9939	<b>Date</b>
P.O. Box 748555	sclimer@egisadvisors.com	08/19/2024
Atlanta, GA 30374-8555		

**FloridaCommerce, Special District Accountability Program**  
**Fiscal Year 2024 - 2025 Special District State Fee Invoice and Profile Update**

Required by sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Date Invoiced: 10/01/2024				Invoice No: 91615
Annual Fee: \$175.00	1st Late Fee: \$0.00	2nd Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2024: \$175.00

**STEP 1:** Review the following profile and make any needed changes.

**I. Special District's Name, Registered Agent's Name and Registered Office Address:**

000104  
**Bella Tara Community Development District**  
 Mr. George S. Flint  
 219 East Livingston Street  
 Orlando, Florida 32801



- J. Telephone:** 407-841-5524 Ext:
- K. Fax:** 407-839-1526
- L. Email:** gflint@gmscfi.com
- M. Status:** Independent
- N. Governing Body:** Elected
- O. Website Address:** BellaTaraCDD.com
- P. County(ies):** Osceola
- Q. Special Purpose(s):** Community Development
- R. Boundary Map on File:** 11/28/2023
- S. 1. Creation Document on File:** 01/27/2023
- T. 2. Date Established:** 01/11/2023
- U. 3. Creation Method:** Local Ordinance
- V. 4. Local Governing Authority:** Osceola County
- W. 5. Creation Document(s):** County Ordinance 2023-09
- X. 6. Statutory Authority:** Chapter 190, Florida Statutes
- Y. 7. Authority to Issue Bonds:** Yes
- Z. 8. Revenue Source(s):** Assessments

**STEP 2:** Sign and date to certify accuracy and completeness.

By signing and dating below, I do hereby certify that the profile above (changes noted if necessary) is accurate and complete:

Registered Agent's Signature: \_\_\_\_\_ Date 10/14/24

**STEP 3:** Pay the annual state fee or certify eligibility for zero annual fee.

- a. Pay the Annual Fee:** Pay the annual fee by following the instructions at [www.FloridaJobs.org/SpecialDistrictFee](http://www.FloridaJobs.org/SpecialDistrictFee).
- b. Or, Certify Eligibility for the Zero Fee:** By initialing both of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **BOTH** of the following statements and those on any submissions to the Department are true, correct, complete, and made in good faith. I understand that any information I give may be verified.

1. \_\_\_ This special district is not a component unit of a general purpose local government as determined by the special district and its Certified Public Accountant; and,

2. \_\_\_ This special district is in compliance with its Fiscal Year 2022 - 2023 Annual Financial Report (AFR) filing requirement with the Florida Department of Financial Services (DFS) and that AFR reflects \$3,000 or less in annual revenues or, is a special district not required to file a Fiscal Year 2022 - 2023 AFR with DFS and has included an income statement with this document verifying \$3,000 or less in revenues for the current fiscal year.

Department Use Only: Approved: \_\_\_ Denied: \_\_\_ Reason: \_\_\_\_\_

**STEP 4:** Make a copy of this document for your records.

**STEP 5:** Email this document to [SpecialDistricts@Commerce.fl.gov](mailto:SpecialDistricts@Commerce.fl.gov) or mail it to FloridaCommerce, Bureau of Budget Management, 107 East Madison Street, MSC #120, Tallahassee, FL 32399-4124. Direct questions to 850.717.8430.

**GMS-Central Florida, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice**

Invoice #: 16

Invoice Date: 11/1/24

Due Date: 11/1/24

Case:

P.O. Number:

**Bill To:**Bella Tara  
219 E Livingston St  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - November 2024		3,333.33	3,333.33
Website Administration - November 2024		100.00	100.00
Information Technology - November 2024		150.00	150.00
<b>Total</b>			<b>\$3,583.33</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,583.33</b>

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600  
Facsimile 404-222-4654

Federal ID 47-0597598

October 29, 2024

Bella Tara Community Development District  
Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, FL 32801

**Check Remit To:**  
Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**  
ABA #104000016  
First National Bank of Omaha  
Kutak Rock LLP  
A/C # 24690470  
Reference: Invoice No. 3469217  
Client Matter No. 40123-1  
Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Invoice No. 3469217  
40123-1

Re: General Counsel

For Professional Legal Services Rendered

09/24/24	J. Earlywine	0.20	64.00	Confer with Perry regarding project status; confirm assessment hearing and validation final judgment status
09/27/24	J. Earlywine	0.20	64.00	Email regarding loan agreement
09/28/24	J. Earlywine	0.70	224.00	Prepare letter to lender regarding bonds; email regarding same
09/29/24	J. Earlywine	0.20	64.00	Revise bank letter; email regarding same
09/29/24	K. Ibarra	0.10	20.50	Research final judgment and certificate of no appeal
TOTAL HOURS		1.40		

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

November 22, 2024

**Check Remit To:**  
Kutak Rock LLP  
PO Box 30057  
Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:**  
ABA #104000016  
First National Bank of Omaha  
Kutak Rock LLP  
A/C # 24690470  
Reference: Invoice No. 3484217  
Client Matter No. 40123-1  
Notification Email: [eftgroup@kutakrock.com](mailto:eftgroup@kutakrock.com)

Bella Tara Community Development District  
Governmental Management Services - Central Florida, LLC  
219 East Livingston Street  
Orlando, FL 32801

Invoice No. 3484217  
40123-1

Re: General Counsel

For Professional Legal Services Rendered

10/21/24	J. Earlywine	0.20	64.00	Follow-up regarding petitioner's agreement
10/25/24	J. Earlywine	0.50	160.00	Confer with Perry regarding interlocal agreement; follow-up with Eckert regarding same
10/29/24	J. Earlywine	0.20	64.00	Email regarding construction contract assignment
10/31/24	J. Earlywine	0.50	160.00	Conference call regarding contract assignment; follow-up
10/31/24	A. Ligas	0.30	75.00	Call with developer and contractor regarding assignment of construction contract

**TOTAL HOURS** 1.70

**KUTAK ROCK LLP**

Bella Tara Community Development Distric  
November 22, 2024  
Client Matter No. 40123-1  
Invoice No. 3484217  
Page 2

TOTAL FOR SERVICES RENDERED \$523.00

TOTAL CURRENT AMOUNT DUE \$523.00

UNPAID INVOICES:

August 22, 2024	Invoice No. 3438576	1,684.50
September 23, 2024	Invoice No. 3453170	139.00
October 29, 2024	Invoice No. 3469217	436.50

TOTAL DUE \$2,783.00