MIRADA COMMUNITY DEVELOPMENT DISTRICT

Advanced Meeting Package

Regular Meeting

Date/Time:
Tuesday
May 3, 2022
6:15 P.M.

Location:
Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Mirada Community Development District

c/o Breeze
1540 International Parkway, Suite 2000
Lake Mary, FL 32745
813-564-7847

Board of Supervisors
Mirada Community Development District

Dear Supervisors:

A Meeting of the Board of Supervisors of the Mirada Community Development District is scheduled for **Tuesday, May 3, 2022** at **6:15 P.M.** at the **Hilton Garden Inn, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibault
District Manager
813-564-7847

CC: Attorney
Engineer
District Records

District: **MIRADA COMMUNITY DEVELOPMENT DISTRICT**

Date of Meeting: Tuesday, May 3, 2022
Time: 6:15 P.M.
Location: Hilton Garden Inn
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544

Agenda

For the full agenda packet, please contact patricia@breezehome.com

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual on agenda items)*

III. Consent Agenda

A. Consideration for Acceptance – **The November 2021 Unaudited Financial Report** — Exhibit 1

B. Ratification of Geotechnical Exploration SC-000445 - UES — Exhibit 2

C. Ratification of District Contractor Agreement - BRW Contracting, Inc. — Exhibit 3

IV. Business Items

A. Consideration & Adoption of **Resolution 2022-08 General Election Resolution** — Exhibit 4

B. Service Agreement Amendment – Innovative Employers Solutions Inc. — Exhibit 5

V. Staff Reports

A. District Manager

B. District Attorney

C. District Engineer

VI. Audience Comments – New Business – (limited to 3 minutes per individual

VII. Supervisor Requests

VIII. Adjournment

EXHIBIT 1

Mirada CDD
Financial Report Summary - General Fund & Construction Fund
11/30/2021

Cash Balances For The Period Ending 11/30/2021

	GENERAL FUND	CONSTRUCTION 2018AA-1	CONSTRUCTION 2018A-2	CONSTRUCTION 2019
CASH BALANCE	$ 47,682	$ -	$ -	$ 29,899
PLUS: ACCOUNTS RECEIVABLE	1,739,726	-	-	1,186,187
LESS: ACCOUNTS PAYABLE	(246,685)	18,427	-	1,363,404
NET CASH BALANCE	**$ 1,540,722**	**$ 18,427**	**$ -**	**$ 2,579,490**

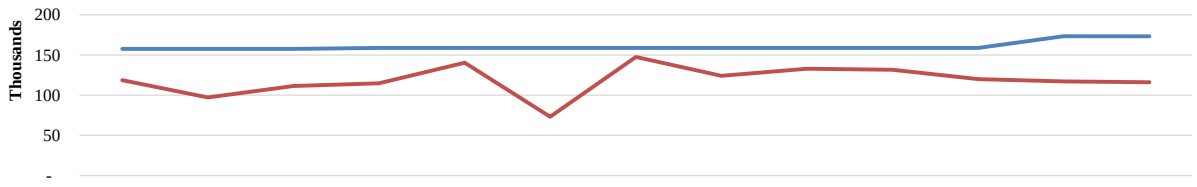
General Fund Revenue & Expenditures (FY 2021)

	ACTUAL YEAR-TO-DATE	BUDGET YEAR-TO-DATE	FAVORABLE / (UNFAVORABLE)
REVENUE (YTD) COLLECTED	$ 191,045	$ 2,078,545	$ (1,887,500)
EXPENDITURES (YTD)	233,219	2,078,545	(1,845,326)
NET OPERATING CHANGE	$ 424,264	$ 4,157,090	$ (3,732,826)
AVERAGE MONTHLY EXPENDITURES	$ (116,610)	$ (1,039,273)	$ (922,663)
PROJECTED EOY BASED ON AVERAGE	**$ (1,399,317)**	**$ 1,898,351**	**$ 3,297,668**

General Fund Significant Financial Activity

REVENUE:	ACTUAL YEAR-TO-DATE	BUDGET YEAR-TO-DATE	FAVORABLE / (UNFAVORABLE)
ASSESSMENTS-ON-ROLL (NET)	$ 4,017	$ 157,364	$ (153,347)
ASSESSMENTS-OFF-ROLL (NET)	186,966	-	186,966
MISCELLANEOUS REVENUE	61	189,060	(188,999)
EXPENDITURES:			
ADMINISTRATIVE	24,597	24,951	355
FIELD SERVICE - LANDSCAPE	383	205,000	204,617
FIELD SERVICE - STREETLIGHTS	15,153	44,567	29,413
FIELD SERVICE - POND MAINTENENACE	6,325	7,052	727
FIELD SERVICE - OTHER	186,761	65,000	(121,761)
UNBUDGETED EXPENDITURES	-	-	-
TOTAL EXPENDITURES	**$ 233,219**	**$ 346,570**	**$ 113,351**

General Fund Budget vs Actual Expenditures, YTD



	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21
Budget	157,602	157,602	157,602	158,736	158,736	158,736	158,736	158,736	158,736	158,736	158,736	173,373	173,198
Actual	118,595	97,215	111,454	114,878	140,461	73,180	147,554	124,234	132,896	131,568	119,913	117,235	115,984
Variance	39,007	60,387	46,149	43,858	18,275	85,556	11,181	34,502	25,840	27,168	38,823	56,137	57,213

(1) Revenue collections from County tax collector and/or budget funding agreement only as needed based on actuals.
Draws upon budget funding agreement can only be based on actual expenditures.

Purchase Order Activity

New P.O.s

EXHIBIT 2

UNIVERSAL ENGINEERING SCIENCES

COST PROPOSAL

GEOTECHNICAL EXPLORATION

CLINTON AVE. & MIRADA BLVD. INTERSECTION IMPROVEMENTS

PREPARED FOR:

~~METRO DEVELOPMENT GROUP~~
Mirada CDD

...grounded in excellence

UNIVERSAL ENGINEERING SCIENCES
Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

LOCATIONS:
- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- St. Petersburg
- Tampa
- Tifton
- West Palm Beach

February 1, 2022

~~Metro Development Group~~
~~2502 N. Rocky Point Drive, Suite 1050~~
~~Tampa, FL 33607~~

Mirada CDD
1540 International Parkway, Suite 2000
Lake Mary, FL 32746

Attention: Marc Schwartz

Reference: Cost Proposal – Geotechnical Exploration
Intersection Improvements
Clinton Avenue and Mirada Boulevard
Zephyrhills, Pasco County, Florida
UES Proposal No.: 0830.0222.1

Dear Mr. Schwartz:

Universal Engineering Sciences, Inc. (UES) is pleased to submit our proposal to provide geotechnical engineering services for the subject project. In the following paragraphs we will summarize our understanding of this project and discuss our proposed scope of services, time-line, estimated cost, and deliverables.

PROJECT DESCRIPTION

The subject site is located on Clinton Avenue and Mirada Boulevard, in Zephyrhills, Pasco County, Florida. Based on the information you provided, we understand that the proposed development includes improvements of intersection consisting of new mast arm traffic lights. At the time this proposal was prepared a copy of the preliminary site plan was provided for our use.

GEOTECHNICAL SCOPE OF SERVICES

As requested, UES will perform four (4) Standard Penetration Test (SPT). The testing locations will be in the vicinity of each traffic light mast arm pole foundation. Our field scope of services is summarized below:

- Coordinate drilling activities with the owner or client before mobilizing and scheduling drilling crews.
- Contacting 811 Sunshine One-call for each parcel where drilling will be performed before mobilizing.
- Perform up to four (4) SPT borings at the proposed mast arm foundations extended to 30 feet below current site grades. The sampling will be at 2.5-foot intervals as per FDOT standards.
- Measure the groundwater table at the time of drilling.

- Backfill the SPT borings upon completion.
- Perform laboratory testing on selected soil samples. Laboratory testing will consist of Moisture Content test, Gradation Analysis and Atterberg Limits as necessary.

Standard Penetration Tests (SPT) will be performed continuously in the upper 10-feet of each boring and on 2.5-foot centers after that to the bottom of the borings. Each recovered soil sample will be visually classified in the field and a geologic log prepared for the soil borings. Groundwater depth and any unusual subsurface conditions will be recorded on the boring logs. Representative portions of the recovered soil samples from the borings will be sealed and packaged for transportation to our laboratory for a more detailed analysis, as required. All soil samples will be classified in general accordance with ASTM D 2487 (Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System) guidelines.

REPORTING

At the completion of the field and laboratory testing services, our project engineer will prepare a geotechnical engineering report under the direction of a registered professional engineer who specializes in geotechnical engineering consulting. The report shall contain the following information at a minimum:

- Boring location plan and soil boring logs with USCS soil classifications. The results of the laboratory testing will be included in the soil boring logs.
- Existing groundwater levels and estimated seasonal high groundwater levels at the boring locations.
- Description of topographic and surficial site features.
- Recommendations for mast arm foundation design.
- Recommendations for site preparation and construction considerations
- Recommendations for additional testing, if required.

SITE ACCESS

We have assumed that all boring locations are accessible to standard, truck or track-mounted drilling equipment, and you will grant our personnel Right of Access to the property. **If there are special access considerations (i.e., a locked gate), please provide us with the necessary information to gain entry to the site.** If we are unable to access the property upon our arrival, additional charges may apply.

PROJECT TIME-LINE

Once we receive written authorization to proceed, we will mobilize to the site within three to four weeks. For this project, we anticipate issuing our findings and recommendations within four to five weeks. Preliminary results may be available verbally after our first week of field exploration has been completed. If a tighter schedule is required, please let us know.

ESTIMATED COST

Our estimated cost for completing the above-described services is **$5,750**. We will not exceed our budget unless the subsurface conditions are significantly different from those anticipated, or the site is not accessible to our drilling equipment. In either event, you will be notified before any increase in costs.

GEOTECHNICAL LIMITATIONS

Our proposal does not include an allowance for horizontal and vertical survey control for the test boring locations. Our field crew will locate the test locations based upon estimated distances and relationships to obvious landmarks. Therefore, the test locations and depths should be considered accurate to the degree of the methodologies used.

Our scope of work has not been designed to evaluate of the deep subsurface soils with respect to the potential for sinkhole activity at the subject site. This requires a more thorough scope of work than proposed including geophysical studies (i.e. ground penetrating radar and electrical resistivity testing) and deep soil borings extending to the limestone bedrock formation. However, we will be glad to furnish you with a proposal for these services upon request.

UTILITY LOCATE AND SITE RESTORATION

UES will contact Sunshine State One Call (1-800-432-4770) for public utility clearance before the start of drilling activities. It is our experience that this service does not mark the locations of privately owned utilities. Our proposal requires that private utility lines and other subsurface appurtenances be located in the field by others before our mobilization. UES shall not be held responsible for service interruptions or damage to private utility lines or other buried structures. Further, we have assumed that there is no hazardous materials contamination at the site and no major utility lines crossing the subject site. In the event they exist, please inform us so that we may make arrangements for taking adequate precautions and locating the utilities on the site, prior to the drilling operations.

Due to the nature of the equipment required to perform the test borings, some property disturbance should be expected. *Our proposal does include limited site cleanup including backfilling the boreholes with sand and pavement patch for safety considerations.* No other restoration services (i.e. pressure washing, landscaping, repairing wheel ruts, etc.) are included in this proposal. We understand that rights of entry and access to the property will be provided to us prior to and at commencement of field activities.

CLOSURE

Attached you will find our General Contract Conditions and Work Authorization/Proposal Acceptance Form. If you authorize us to proceed and grant us Right of Access to the subject property, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return one copy to us.

Should any of the above information or assumptions made by UES be inconsistent with the planned development and construction, we request that you contact us immediately to allow us the opportunity to review the new information in conjunction with our proposal and revise or modify our scope of service and/or fee estimate accordingly, if needed.

UES greatly appreciates this opportunity to offer our professional services, and we are looking forward to working with you. If you have any questions, please don't hesitate to call.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Dušan Jovanović
Senior Project Manager

Attachments: Work Authorization/Proposal Acceptance Form
General Contract Conditions

NOTES

Additional services, consultations, or meetings, if requested, will be invoiced at Universal Engineering Sciences' standard rates. If our personnel/equipment are denied access to the property, additional mobilization/demobilization charges will be billed, and standby time will be billed at $150 per hour.

This fee estimate includes a PDF copy of the geotechnical report. Additional paper copies can be provided at a cost of $25.00 per copy if no changes are requested, or $50.00 per copy if changes are to be made (includes shipping). All reports will be shipped via first class mail upon project completion. Shipping via overnight delivery service will be provided at the client's request at cost plus 15%.

This fee proposal shall remain effective for 60 days. If you should require more than 60 days to formally authorize us to proceed, we request that you permit us to update our proposal to account for any changes in costs.

We have made a good faith effort to work with you to develop a work scope and fee estimate. Because of the possibility of unknown, discovered, underground conditions and/or the need for additional services that neither you nor we can currently foresee, we recommend that you budget a contingency equal to 15% of the total fee estimate. We will not use the contingency amount without first notifying you.

The Client will be responsible for all applicable taxes.

UNIVERSAL ENGINEERING SCIENCES, LLC

Work Authorization / Proposal Acceptance Form

IF PROPOSAL IS ACCEPTED PLEASE SIGN AND RETURN THE FORM TO UNIVERSAL

Universal Engineering Sciences, LLC **(UES)** is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: **Intersection Improvements**

PROJECT LOCATION: Clinton Avenue and Mirada Boulevard, Zephyrhills, Florida

CLIENT NAME: ~~Metro Development Group~~ Mirada CDD Attn: Marc Schwartz **PHONE:** 813-228-8078

CLIENT ADDRESS: ~~2502 N. Rocky Point Drive, Suite 1050 Tampa, FL 33607~~ 1540 International Parkway, Suite 2000, Lake Mary, FL 32746 **FAX:** 813-228-8178

E-MAIL ADDRESS: marc@metrodevelopmentgroup.com

I. Scope of Services and Understanding of Project (See attached proposal or as indicated below)

UES Proposal No.: 0830.0222.1

Geotechnical Exploration **$5,750.00**

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

A. **UES** General Conditions.

B. **UES** Proposal Dated: February 1, 2022

C. Plans, reports, specifications and other documents provided by the Client prior to this Agreement date.

D. Other exhibits marked and described as follows: _____

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Firm: Mirada CDD Social Security Number or Federal Identification No.: 32-0498385

Address: 1540 International Parkway, Suite 2000 City: Lake Mary Zip: 32746

Attention: _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives

CLIENT: Mirada CDD	**UNIVERSAL ENGINEERING SCIENCES, LLC**
BY (Signature)	BY (Signature)
TYPED NAME: Michael Lawson	TYPED NAME: **Dušan Jovanović**
TITLE: Chairman	TITLE: **Senior Project Manager**
DATE: 4-1-22	DATE: **February 1, 2022**

O.K RH 3/31/22

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

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed $50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of $1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or $400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.

10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:

(a) the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

(b) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

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

SECTION 13. GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION **9.1** All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. **9.2** If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION **10.1** This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. **10.2** In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS **11.1** Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.2** If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. **11.3** Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. **11.4** Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS **13.1** Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. **13.2** Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL **16.1** This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. **16.2** In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE **17.1** This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. **17.2** This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILTY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

EXHIBIT 3

Mirada II Community Development District

Breeze
1540 International Parkway Suite 2000
Lake Mary, FL 32746
Phone: 813-564-7847

Date: 4/13/2022

B.R.W. Contracting, Inc
2522 Hunt Road
Land O' Lakes, FL 34638

Re: Mirada II Community Development District
E-Verify Requirements Acknowledgement Affidavit

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Vendor Signature _____

By (Printed Name): James M Pietracatella

Its: President

DISTRICT CONTRACTOR AGREEMENT

This District Contractor Agreement (sometimes referred to as the "**Agreement**") is made, effective as of April 19, 2022 (the "**Effective Date**") between the **Mirada II Community Development District** (the "**District**"), whose address is 1540 International Parkway, Suite 2000, Lake Mary, FL 32746 and **B.R.W. Contracting, Inc**. (the "**Contractor**"), whose address is 2522 Hunt Road, Land O' Lakes, FL 34638:

Project: **Mirada Parcel 15A Site Development**

Developer: CR Pasco Development Company, LLC

District Engineer: Hamilton Engineering & Surveying, LLC

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, Bid Documents, Exhibits, other documents listed in this Agreement, and Modifications (including, but not limited to, Change Orders and Construction Change Directives) 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. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents appears in Article 7.

ARTICLE 2

THE WORK

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

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be deemed commenced as of the Notice to Proceed hereof which is sometimes referred to herein as the "**Date of Commencement**". Notwithstanding the General Conditions of the Contract for Construction, it is understood and agreed that the Contractor shall pay liquidated damages, in the amount of $1,000.00 per day, for each day that the time consumed in substantially completing the Work extends **210 Days after the**

SC-000508

Notice to Proceed. (The time required for substantially completing the Work shall be referred to herein as the "**Contract Time**".) The time allowed for the Contractor to achieve Substantial Completion shall be subject to adjustment as provided elsewhere in the Contract Documents.

ARTICLE 4

CONTRACT SUM

The District shall pay the Contractor in current funds for the performance of the Work, as provided in the Contract Documents, a lump sum price of **$3,322,886.00**.

ARTICLE 5

PROGRESS PAYMENTS

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

ARTICLE 6

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of each phase of work, shall be paid by the District to the Contractor within 35 days of when the Work has been completed, the Contract fully performed, and a final Certificate for Payment for each phase of work has been issued by the Engineer. The amount of the final payment shall be the Contract Sum, plus any approved change orders, less all progress payments previously paid pursuant to this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the District and the Contractor, are listed in Article 1 and, except for Modifications issued after the execution of this Agreement, are enumerated as follows:

1. This Agreement between the District and the Contractor, including exhibits, herein sometimes referred to as the Agreement or the District Contractor Agreement.

2. Exhibit A: General Conditions of the Contract for Construction herein sometimes referred to as the General Conditions or the Conditions of the Contract.

3. Exhibit B: Drawings and Specifications, including Drawings and Specifications subsequently approved by the District and Developer in accordance with the Contract Documents, provided the obligations of the parties regarding such subsequently approved Drawings and Specifications shall be subject to the provision of Article 12, Changes in the Work, of the General Conditions.

4. Exhibit C: Schedule of Values

5. Exhibit C-1: Contractor Proposal/Bid

6. Exhibit D: Schedule

7. Exhibit E: Legal Description

8. Exhibit F: Supporting Document Examples, including AIA example documents, an example COI, example Lien Waivers for Contractor, examples Lien Waivers for Subcontractors and an example Request for Contact List.

9. Exhibit G: Special Conditions

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

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

B.R.W. Contracting, Inc
Contractor

By: James M Petrucelli
Print Name: James M. Petrucelli Jr
Title: President

Mirada II
Community Development District

By: 4-19-22
Name: Michael Lawson
Title: Chairman

O.K. RA 4/19/22

EXHIBIT A

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

TABLE OF CONTENTS

1. CONTRACT DOCUMENTS
2. DEVELOPER AND ENGINEER
3. DISTRICT
4. CONTRACTOR
5. SUBCONTRACTORS
6. WORK BY DISTRICT OR BY SEPARATE CONTRACTORS
7. MISCELLANEOUS PROVISIONS
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE
12. CHANGES IN THE WORK
13. UNCOVERING AND CORRECTION OF WORK
14. TERMINATION OF THE CONTRACT
15. MISCELLANEOUS

ARTICLE 1 – Contract Documents
1.1 Definitions
1.2 Execution, Correlation and Intent
1.3 Ownership and Use of Documents

ARTICLE 2 – Developer and Engineer
2.1 Definition
2.2 Administration of the Contract

ARTICLE 3 – District
3.1 Definition
3.2 Information and Services Required of the District
3.3 District's Right to Stop the Work
3.4 District's Right to Carry Out the Work

ARTICLE 4 – Contractor
4.1 Definition
4.2 Review of Contract Documents
4.3 Supervision and Construction Procedures
4.4 Labor and Material
4.5 Warranty
4.6 Taxes
4.7 Permit, Fees and Notices
4.8 Allowances
4.9 Superintendent
4.10 Progress Schedule
4.11 Public Records, Documents, and Samples at the Site
4.12 Shop Drawings, Product Data, Samples, O&M's
4.13 Use of Site
4.14 Cutting and Patching of Work
4.15 Cleaning Up
4.16 Communications
4.17 Royalties and Patents
4.18 Indemnification
4.19 Sanitary, Water, and Electrical Provisions
4.20 Explosives
4.21 Sodding

ARTICLE 5 – Subcontractors
5.1 Definition
5.2 Award of Subcontractors and Other Contracts for Portions of the Work
5.3 Subcontractural Relations

ARTICLE 6 – Work by District or by Separate Contractors
6.1 District's Right to Perform Work and to Award Separate Contracts
6.2 Mutual Responsibility
6.3 District's Right to Clean Up

ARTICLE 7 – Miscellaneous Provisions
7.1 Governing Law
7.2 Successors and Assigns
7.3 Written Notice
7.4 Claims for Damages
7.5 Performance Bond and Labor and Material Payment Bond
7.6 Rights and Remedies
7.7 Tests

7.8 Duty to Continue Work
7.9 District's Right to Utilize and Occupy
7.10 Arbitration

ARTICLE 8 – Time
8.1 Definitions
8.2 Progress and Completion
8.3 Delays and Extensions of Time

ARTICLE 9 – Payments and Completion
9.1 Contract Sum
9.2 Schedule of Values
9.3 Application for Payment
9.4 Certificates for Payment
9.5 Progress Payments
9.6 Payments Withheld
9.7 Failure of Payment
9.8 Substantial Completion
9.9 Final Completion and Final Payment

ARTICLE 10 – Protection of Persons and Property
10.1 Safety Precautions and Programs
10.2 Safety of Person and Property
10.3 Emergencies
10.4 Drug and Alcohol Policy

ARTICLE 11 – Insurance
11.1 Contractor's Liability Insurance
11.2 District's Liability Insurance
11.3 Property Insurance
11.4 Loss of Use of Insurance

ARTICLE 12 – Changes in the Work
12.1 Change Orders
12.2 Concealed Conditions
12.3 Claims for Additional Cost
12.4 Minor Change in the Work

ARTICLE 13 – Uncovering and Correction of Work
13.1 Uncovering of Work
13.2 Correction of Work
13.3 Acceptance of Defective or Non-Conforming Work

ARTICLE 14 – Termination of the Contract
14.1 Termination by the Contractor
14.2 Termination by District

ARTICLE 15 – Miscellaneous

ARTICLE 1

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS. The Contract Documents consist of the District Contractor Agreement, the Conditions of the Contract (General, Supplementary and other Conditions), the Drawings, the Specifications, Schedule of Estimated Quantities and Unit Prices, and all Addenda issued prior to and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a written interpretation issued by the Engineer pursuant to Sub-paragraph 2.2.8, (4) a written order pursuant to Sub-paragraph 12.1.4, or (5) a written order for a minor change in the Work issued by the Engineer pursuant to Paragraph 12.4. The Contract Documents do include Bidding Documents such as the Advertisement to Bid, the Instructions to Bidders, the Contractor's Proposal or portions of Addenda relating to any of these, or any other documents.

1.1.2 THE CONTRACT. The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Engineer, Developer, and the Contractor, but the Engineer shall be entitled to performance of obligations intended for its benefit, and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the District or the Engineer and a Subcontractor or Sub-subcontractor.

1.1.3 THE WORK. The Work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 THE PROJECT. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or part.

1.1.5 THE PERMIT. The Permit is that permit or permits, issued by the governmental entity or entities having jurisdiction over the site or the Work, which authorizes the commencement of construction of the Work in accordance with the Drawings and Specifications.

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

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 The Contract Documents shall be signed by the District and Contractor. If either the District or the Contractor or both do not sign the Conditions of the Contract, Drawings, Specifications, or any of the other Contract Documents, the Engineer shall identify such documents.

1.2.2 By executing the Contract, the Contractor represents that he has visited the site, reviewed conditions of all relevant approvals and permits, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. Execution of the Contract will be construed as evidence that such an examination has been made. Later claims for labor, equipment or materials required for difficulties encountered, which could have been foreseen had such examination been made, will not be allowed.

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

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

1.2.5 In the event of a conflict between the various Contract Documents, Contract Documents shall be given relative precedence as follows:

.1 The Agreement shall take precedence over all other Contract Documents.

.2 Drawings and Specifications shall take precedence over all other Contract Documents except for the Agreement.

.3 The General Conditions and Supplementary Conditions thereto shall take precedence over all other Contract Documents except for the Agreement and the Drawings and Specifications.

1.3 OWNERSHIP AND USE OF DOCUMENTS

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

ARTICLE 2

DEVELOPER AND ENGINEER

2.1 DEFINITION

2.1.1 The Developer is the lawful land owner who, along with the District and the District's authorized representatives, manage the Work as authorized by the District, and is identified as such in the District Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Developer means the Developer or his authorized representative.

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

2.2 ADMINISTRATION OF THE CONTRACT

2.2.1 The Engineer, in conjunction with the Developer, will provide administration of the Contract as hereinafter described.

2.2.2 The Engineer is an authorized representative of the District during construction and until payment is due. The Engineer will advise and consult with the District. The District's instructions to the Contractor shall be forwarded through the Engineer. Nevertheless, the Engineer will have authority to act on behalf of the District only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with subparagraph 2.2.18.

2.2.3 The Engineer will visit the site at intervals appropriate to the stage of construction to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work. On the basis of his on-site observations as an Engineer, he will keep

the District informed of the progress of the Work, and will exercise all reasonable care in discharging his professional responsibilities under the Contract Documents to guard the District against defects and deficiencies in the Work of the Contractor.

2.2.4 The Engineer will not be responsible for and will not have control or be in charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Engineer will not be responsible for, have control, or charge over the acts or omissions of the Contractor, Subcontractors, any of their agents or employees, or any other persons performing any of the Work.

2.2.5 The Engineer, Developer and District shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so the Engineer may perform his functions under the Contractor Documents.

2.2.6 Based on the Engineer's, Developer's and District's observations and an evaluation of the Contractor's Application for Payment, the Engineer will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in Paragraph 9.4.

2.2.7 The Engineer shall be, in the first instance, the interpreter of the requirements of the Contract Documents, however, except to the extent provided for elsewhere in this Agreement, the Engineer will not be the final judge of the performance thereunder by either the District and the Contractor. In the event of a dispute between the District and the Contractor relating to the interpretation of the Contract Documents, the Engineer shall review the respective claims of the District and the Contractor, and it shall first advise the District of its interpretation of such claim or claims. After discussion with the District, the Engineer shall have the right to notify the Contractor of such interpretation. These provisions shall not preclude the District's and Contractor's right to agree on an interpretation different from that of the Engineer.

2.2.8 The Engineer will render interpretations of the Contract Documents necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with any time limit agreed upon. Either party to the Contract may make written request to the Engineer for such interpretations.

2.2.9 Claims, disputes and other matters in question between the Contractor and the District relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.

2.2.10 All interpretations and decisions of the Engineer shall be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. In his capacity as interpreter and initial judge, he will endeavor to secure faithful

performance by both the District and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

2.2.11 The District's decisions in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents.

2.2.12 Any claim, dispute or other matter in questions between the Contractor and the District referred to the Engineer, except those relating to artistic effect as provided in Subparagraph 2.2.11 and except those which have been waived by the making or acceptance of final payment as provided in Subparagraphs 9.9.4 and 9.9.5, shall be subject to redress in the appropriate court of law. However, neither party shall file the initial pleading seeking such redress of any such claim, dispute or other matter until the earlier of (1) the day on which the Engineer has rendered a written decision, or (2) the tenth day after the parties have presented their evidence to the Engineer or have been given a reasonable opportunity to do so, if the Engineer has not rendered his written decision by the date. When such a written decision of the Engineer states (1) that the decision is final but subject to appeal, and (2) that filing of the initial pleading seeking such redress of claim, dispute or other matter covered by such decision must be filed with the appropriate court within thirty (30) days after the date on which the party making the demand receives the written decision, failure to file such pleading within said thirty (30) day period will result in the Engineer's decision becoming final and binding upon the District and the Contractor.

2.2.13 The Engineer will have authority to reject all Work which does not conform to the Contract Documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of the Work in accordance with Subparagraph 7.7.2 whether or not such Work be then fabricated, installed or completed. However, neither the Engineer's authority to act under this Subparagraph 2.2.13, nor any decision made by him in good faith either to exercise or not to exercise such authority, shall give raise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work. Provided, prior written approval shall be obtained from the District for all acts by Engineer under this Subparagraph.

2.2.14 The Engineer will review and approve or take other appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.2.15 The Engineer and/or District will prepare Change Orders in accordance with Article 12, and will have authority to order minor changes in the Work as provided in Subparagraph 12.4.1.

2.2.16 The Engineer will conduct inspections to determine the dates of Substantial Completion and final completion, will receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of Paragraph 9.9.

2.2.17 If the District, Developer and Engineer agree, the Engineer will provide one or more Project Representatives to assist the Engineer in carrying out his responsibilities at the site. The duties, responsibilities and limitations of authority of any such project representative shall be as set forth in an exhibit to be incorporated into the Contract Documents.

2.2.18 The duties, responsibilities and limitations of authority of the Engineer as the District's representative during construction as set forth in the Contract Documents will not be modified or extended without written consent of the District, the Developer, the Contractor and the Engineer.

2.2.19 In case of the termination of the employment of the Engineer, the District shall appoint an engineer whose status under the Contract Documents shall be that of the former Engineer.

ARTICLE 3

DISTRICT

3.1 DEFINITION

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

3.2 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

3.2.1 The Engineer or Developer shall furnish plans for the Project and a legal description of the site. The Developer's surveyor shall establish reference points for use by the Contractor to construct the project. The Contractor will protect and preserve such staking at its expense and will make no changes or relocations without the prior written approval of the District. The Contractor will report to the District whenever any staked reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will, at its expense, replace and accurately relocate all staked points so lost, destroyed or moved, including those lost, destroyed or moved by vandalism or other actions by third parties.

3.2.2 Except as provided in Subparagraph 4.7.1, the District shall not secure or pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

3.2.3 Information or services under the District's control shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Where such information or service is required from the District, and such information of service affects the progress of the Work, the Contractor shall coordinate the furnishing thereof with the District and shall include such items in the Contractor's progress schedule.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, a digital copy, and if requested two paper copies, of Drawings and Specifications for the execution of the Work.

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

3.3 DISTRICT, DEVELOPER OR ENGINEER'S RIGHT TO STOP THE WORK

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

3.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 4

CONTRACTOR

4.1 DEFINITION

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

4.2 REVIEW OF CONTRACT DOCUMENTS

4.2.1 The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Engineer any error, inconsistency or omission he may discover. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work. The Contractor shall at once report to the District anything contained within the Contract Documents that is contrary to local codes, laws, statutes, regulations, and zoning requirements.

4.3 SUPERVISION AND CONSTRUCTION PROCEDURES

4.3.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

4.3.2 The Contractor shall be responsible to the District for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.

4.3.3 The Contractor shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Engineer in his administration of the Contract, or by inspections, tests or approvals required or performed under Paragraph 7.7 by persons other than the Contractor.

4.3.4 The Contractor shall attend and hold weekly site meetings where an updated monthly schedule is provided to reflect the current project schedule should any changes occur.

4.4 LABOR AND MATERIAL

4.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the

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

4.4.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

4.4.3 Unless otherwise expressly provided in the Contract, reference to any equipment, material, article or process, by trade name, make or catalog number, shall mean that Contractor shall furnish such materials and items exactly as provided for. The Contractor shall itemize any proposed substitutions together with any proposed change in the Contract Sum which would result from the acceptance by the District of the proposed substitution. The Contractor shall furnish to the Engineer for its prior written approval the name of the manufacturer, the model number and other identifying data and information in respect to the performance, capacity, nature and rating of the substitution or other equipment which the Contractor contemplates incorporating in the Work. When so directed by Engineer, samples shall be submitted for approval at the Contractor's expense, with all shipping and charges prepaid. Substitutions installed or used without required prior written approval may be rejected, at the sole option of the Engineer, Developer, or District.

4.4.4 Any material, equipment, or machinery, considered by the Engineer to have a salvageable value, which was a part of the structure, site, or right-of-way, prior to commencement of work under this Contract, shall remain the property of the District. The Contractor shall remove such items and suitably store them at the site, subject to final disposition by the District. Salvaged materials may not be reused in the Work except upon written approval by the District. All salvaged materials not reused shall be removed from the site of the Work, or otherwise disposed of by the Contractor in a manner satisfactory to the District.

4.5 WARRANTY

4.5.1 The Contractor warrants to the District and the Engineer that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the District or Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Paragraph 13.2. Further, this warranty shall not be restricted by the limitations of any equipment warranty issued by manufacturer. Provided still further, refusal of a subcontractor or equipment manufacturer responsible for the defective work to correct such Work shall not excuse the Contractor from performing under this warranty.

4.5.2 All warranties and guarantees shall extend until the maintenance bond has been released for the Work unless warranties or guarantees having a longer period of time are stated in

the Drawings, Specifications, elsewhere in the Contract Documents including, but not limited to Section 7.5.1, or are otherwise provided by manufacturers or other persons supplying materials, equipment, appliances or labor for the Work. Provided further, in addition to all warranties set forth elsewhere in the Contract Documents, the Contractor shall also be deemed to have granted the District an implied warranty of fitness and merchantability for the purposes or uses intended for all Work performed for the period indicated above. All warranties shall be freely assignable by the District to subsequent owners or users of the Project.

4.5.3 The Contractor agrees to execute an assignment of all warranties and guarantees to the District on all materials and equipment whether or not installed after Substantial Completion of the Work.

4.5.4 Any breakdowns, defects, malfunctions or other occurrence which the Contractor has warranted or guaranteed against, shall be corrected as soon as is reasonably possible with corrective work commencing within five (5) days of demand by the District. Provided, if the Contractor cannot commence such work within five (5) days due to a circumstance not caused by his actions or omissions to act and where such circumstance is beyond his control, such corrective Work shall commence at the time such circumstance ceases to exist. Provided further, if the District in its reasonable discretion classifies such breakdown, defect, malfunction or other occurrence as one creating an emergency condition, corrective Work shall commence within twenty-four (24) hours of demand by the District and shall continue on a twenty-four (24) hour per day, seven (7) day per week basis, and the Contractor shall utilize all necessary labor, materials and equipment to complete such Work as soon as possible. Provided for the purposes of this Paragraph 4.5, "Warranty", an emergency condition shall be a condition which has any one of the following effects:

.1 Can be reasonably expected to cause additional significant damage to the property of the District or third parties.

.2 Can be reasonably expected to significantly interfere with the District's or a third party's use of the project.

4.5.5 In the event the Contractor fails to meet its warranty obligations, the District, at its opinion, shall have the right upon ten (10) days' prior written notice to the Contractor, to correct the defective work through its own forces or by retaining other contractors. In such event, the Contractor shall reimburse the District for all costs it incurs in obtaining the correction of the defective work.

4.6 TAXES

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

4.7 PERMITS, FEES AND NOTICES

4.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and comply with the Permit and all other permits and governmental licenses and inspections necessary for the proper execution and completion of the Work and which are legally required at the time the bids are received. District shall pay applicable transportation impact fees and sewer and water connection fees, if any, and the costs of obtaining the Permit. The Contractor shall comply with the terms and conditions of all permits and governmental licenses, and shall be solely responsible for paying all fees, fines, and restoration expenses imposed as a result of a failure to comply with the terms and conditions of such permits and governmental licenses.

4.7.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. Without limiting the generality of the foregoing, the Contractor shall perform the Work in accordance with applicable county, VA/FHA requirements, specifications and regulations, Department of Transportation specifications, latest edition, and all other governmental agencies having jurisdiction.

4.7.3 It is the responsibility of the Engineer to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. Nevertheless, if the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the District in writing. In any event the Contractor shall in the performance of the Work comply with all applicable laws, regulations and permit conditions.

4.7.4 If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall assume full responsibility therefor and shall bear all costs attributable thereto.

4.8 ALLOWANCES

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

4.8.2 Unless otherwise provided in the Contract Documents:

.1 These allowances shall cover the cost to the Contractor, less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

.2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contract Sum and not in the allowance.

.3 Whenever the cost is more than or less than the allowance, the Contract Sum shall be adjusted accordingly by Change Order, the amount of which will recognize changes, if any, in handling costs on the site, labor, installation costs, overhead, profit and other expenses.

4.9 SUPERINTENDENT

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

4.10 PROGRESS SCHEDULE

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

4.11 PUBLIC RECORDS, DOCUMENTS, AND SAMPLES AT THE SITE

4.11.1 As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, including but not limited to the Drawings, Specifications, Addenda, Change Orders and other Modifications, marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon completion of the Work or termination of the Contract and 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 the information technology systems of the District. Furthermore, the Contractor shall comply with the requirements of Chapter 119, Florida Statutes, including, but not limited to, section 119.0701, Florida Statutes.

4.11.2 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 564-7847, OR BY EMAIL AT patricia@breezehome.com, OR BY REGULAR MAIL AT 1540 International Pkwy, Suite 2000, Lake Mary, FL 32746.**

4.12 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, O&M's

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

4.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material product or system for some portion of the Work.

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

4.12.4 The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the Work, the work of the District or any separate contractor, or the Shop Drawings, Product Data and Samples required by the Contract Documents.

4.12.5 By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

4.12.6 The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data or Samples under Subparagraph 2.2.14 unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Engineer's approval thereof.

4.12.7 The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Engineer on previous submittals.

4.12.8 No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been approved by the Engineer as provided in Subparagraph 2.2.14. All such portions or the Work shall be in accordance with approved submittals.

4.12.9 O&M's are Operation and Maintenance Manuals specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate the proper operation and maintenance procedures for equipment or some portion of the Work, and will be submitted as required by the Engineer.

4.13 USE OF SITE

4.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with any materials or equipment. The Contractor shall at all times conduct the Work in such manner and in such sequence as will ensure the least practicable local interference. He shall not open up the Work to the prejudice of work already started, and the Engineer may request the Contractor to finish a section on which work is in progress before work is started on any additional section(s). The Contractor shall arrange his work and dispose of his materials so as not to interfere with the operations of other Contractors engaged in adjacent work, and to join his work to that of others in a proper manner, and in accordance with the spirit of the Plans and Specifications, and to perform his work in the proper sequence in relation to that of other Contractors, all as may be requested by the Engineer. Each Contractor shall be held responsible for any damage done by him or his agents to the Work performed by another Contractor. Each Contractor shall so conduct his operations and maintain the Work in such condition that adequate drainage shall be in effect at all times. No work shall be done at all on Sunday, nor on any day between the hours of 7:00 P.M. and 7:00 A.M., except such work as is necessary for the proper care and protection of work already performed. The provisions of this section may be waived by the Engineer if the Contractor falls behind schedule and this shall expedite the project, in which event, the permission to extend the Working hours shall be secured from the Engineer, in writing, stating the necessary reasons for this action. Wherever work being done by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interest involved will be established by the District, to secure the completion of the various portions of the Work in general harmony.

4.14 CUTTING AND PATCHING OF WORK

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

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

contractor. The Contractor shall not unreasonably withhold from the District or any separate contractor his consent to cutting or otherwise altering the Work.

4.15 CLEANING UP

4.15.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as all his tools, construction equipment, machinery and surplus materials.

4.15.2 If the Contractor fails to clean up at the completion of his Work, the District may do so as provided in Paragraph 3.4 and the costs thereof shall be charged to the Contractor.

4.15.3 Burning or burying of trash or debris on the site is strictly prohibited unless specifically authorized by the Engineer.

4.15.4 New work in extension of existing work shall correspond in all respects with that to which it connects, or to similar existing Work unless otherwise indicated or specified.

4.15.5 Existing work shall be cut, altered, removed or temporarily removed and replaced as necessary for the performance of the Contract. Work remaining in place damaged or defaced by reason of work done under the Contract shall be restored to a condition equal to its condition at the time of the award of the Contract.

4.15.6 Where Work is being conducted in or adjacent to occupied areas, the Contractor shall make every effort to keep construction noise and dust to a minimum. These areas shall be cleaned daily. The Engineer may require reasonable additional measures to safeguard adjacent areas from the effects of the performance of the Work.

4.15.7 Contractor shall be responsible for removing all silt fence in any common areas that have been stabilized.

4.16 COMMUNICATIONS

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

4.17 ROYALTIES AND PATENTS

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

4.18 INDEMNIFICATION

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

4.18.2 In any and all claims against the District or the Developer or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 4.18 shall not be limited in any way by any limitation on the amount of type or damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4.18.3 All references to attorneys' fees in this Article shall include such attorneys' fees for appeals, administrative hearings, any arbitration proceedings, or any other legal proceedings. The first five hundred dollars ($500.00) of the Contract Sum constitutes separate specific consideration for all indemnity obligations under the Contract Documents. The Contractor hereby acknowledges compliance with Florida Statute 725.06. In addition, so much of the money due to the Contractor under the Contract as is considered necessary by the District may be retained by the District or, in case no money is due, the Contractor's surety shall be liable hereunder until such suits, actions, or claims for injuries or damages, as aforesaid, shall have been settled or resolved by judicial determination or binding settlement. Provided further, it is

specifically agreed between the parties that it is not intended by any of the provisions of any part of the Contract to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.

4.19 SANITARY, WATER, AND ELECTRICAL PROVISIONS

4.19.1 The Contractor at his expense shall provide and maintain temporary sanitary accommodations, electricity, and water for the use of his employees, and for construction of the Contract, in compliance with the authority having jurisdiction.

4.20 EXPLOSIVES

4.20.1 No blasting shall be done except upon approval by the District and all of the authorities having jurisdiction. When the use of explosives is approved by the Engineer as necessary for the prosecution of the Work, the Contractor shall take out all permits at his expense and shall comply to all of the laws of the land pertinent to blasting, and shall assume all responsibility for damage caused by explosives.

4.21 SODDING NEAR POND EMBANKMENTS

4.21.1 Contractor shall be responsible for sod down to water level at time during construction to avoid erosion of lake slopes.

4.21.2 Any and all disturbed areas to be graded, compacted and either sodded or seeded and mulched when work in that area is complete.

4.21.3 Pond banks shall be sodded from the adjacent property line down to the adjusted water's edge and around all drainage structures.

4.21.4 Sod and seed and mulch need to have 80% survival before final retainage is released.

4.22 SURVEYING AND STAKING

4.22.1 Contractor is responsible for providing or procuring services for any surveying, layout elevation, and stakeout, including stakeout of electrical power conduit, as necessary to complete the project in accordance with the approved plans and specifications.

4.23 RECORD DRAWINGS

4.23.1 Engineer will prepare record drawing based on certified as-built record information supplied to the Engineer by the Contractor's licensed land surveyor.

4.23.2 (Pads) Engineer will prepare record drawings showing the pad grades, elevation, rear lot line grades, based on certified as-built record information supplied by the Contractor's licensed land surveyor.

4.24 FINAL CERTIFICATIONS

4.24.1 Engineer will also provide certifications, record drawings, and final certification to the concerned governmental regulatory agencies as required by permit conditions based on certified as-built records showing supplied by the Contractor's licensed land surveyor.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITION

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

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

5.2 AWARD OF SUBCONTRACTORS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Along with the previously furnished names as requested in the Bidding Documents, the Contractor, at any request of the District, Developer or Engineer, shall furnish to the District, Developer or Engineer in writing the names of the persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions or the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the District or the Developer or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Engineer to reply promptly shall constitute notice of no reasonable objection. The provisions of this Subparagraph 5.2.1 are in addition to the requirement of the submission of the names of those designated subcontractors and material or equipment suppliers which must be submitted with the bidder's proposal.

5.2.2 The Contractor shall not contract with any such proposed person or entity to whom the District or Developer or Engineer has made reasonable objection under the provisions or Subparagraph 5.2.1. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. Provided that the Contractor shall be deemed to have waived any objection he may have to contracting with those persons and entities whose names were submitted in conjunction with his bid proposal.

5.2.3 If the District or Developer or the Engineer has a reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the District or the Engineer has no reasonable objection, and the Contract Sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued, however, no increase in the Contract Sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting names as required by Subparagraph 5.2.1.

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

5.3 SUBCONTRACTURAL RELATIONS

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

ARTICLE 6

WORK BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

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

6.1.2 When separate contracts are awarded for different portions of the Project or other Work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate District Contractor Agreement.

6.1.3 The District will provide for the coordination of the work of his own forces and of each separate contractor with the work of the Contractor, who shall cooperate therewith as provided in Paragraph 6.2.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford the District and separate contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their Work, and shall connect and coordinate his Work with theirs as required by the Contract Documents.

6.2.2 If any part of the Contractor's Work depends for proper execution or results upon the work of the District or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer any apparent discrepancies or defects in such other Work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the District's or separate contractors' Work as fit and proper to receive his work, except as to defects which may subsequently become apparent in such work by others.

6.2.3 Any costs caused by defective or ill-timed Work shall be borne by the party responsibility therefor.

6.2.4 Should the Contractor wrongfully cause damage to the work or property of the District, or to other work on the site, the Contractor shall promptly remedy such damage as provided in Subparagraph 10.2.5.

6.2.5 Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such separate contractor by agreement if he will so settle. If such separate contractor sues the District on account of any damage alleged to have been sustained, the District at its sole option, may notify the Contractor, who shall defend such proceedings at the Contractor's expense. Whether or not the Contractor defends such action, if any judgment of award against the District arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the District for all such damage. In any event, the Contractor shall reimburse the District for all of the District's attorneys' fees and court costs, which the District has incurred, including those of appeal.

6.3 DISTRICT'S RIGHT TO CLEAN UP

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

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 GOVERNING LAW

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

7.2 SUCCESSORS AND ASSIGNS

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

7.3 WRITTEN NOTICE

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

7.3.2 No Notice of Commencement may be filed for this project under FL State Statute 713.04.

7.4. CLAIMS FOR DAMAGES

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

7.5 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

7.5.1 If required, prior to being issued the Notice to Proceed and commencing work, the District requires that the Contractor furnish proof of recording of the Performance and Payment Bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. The performance bond should cover the latter of (a) two (2) years from the date of final acceptance of the Work, or (b) the date through which the District is required to warrant or provide a warranty for the Work to any governmental agency having jurisdiction over the project for which the Work is a part of. The cost of such bonds shall be included in the Contract Sum. Provided, no bond will be accepted from an insurance company with a general policyholder's rating of less than "A" and a financial rating of less than "AAA" as indicated in the Best's Insurance Guide. Attorneys-in-fact who sign performance and payment bonds must file with such bond a certified copy of their power of attorney to sign such bonds. Provided further, that the bonds shall be executed on the form set forth in Florida Statute Section 255.05, as amended, or on another form satisfactory to District amended as follows: "This Bond shall afford claimants thereunder, all the rights related thereto, including, but not limited to, the rights to recover attorneys' fees in the event any claim is made against this bond."

7.6 RIGHTS AND REMEDIES

7.6.1 The duties and obligations imposed by the Contract Documents on the Contractor and the rights and remedies available thereunder to the District shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

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

7.7 TESTS

7.7.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any portion of the Work to be inspected, tested or approved, the Contractor shall give the Engineer timely notice of its readiness so the Engineer

may observe such inspection, testing or approval. The Contractor shall be responsible for the scheduling and the District for payment of all testing required for compliance and completion of the Work. Reimbursement for any testing failures shall be borne by the Contractor and it shall be the Contractor's responsibility to compensate the testing firm.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Subparagraph 7.7.1 does not include, he will upon written authorization from the District instruct the Contractor to order such special inspection or testing or approval, and the Contractor shall give notice as provided in Subparagraph 7.7.1. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Engineer's additional services made necessary by such failure, otherwise the District shall bear such costs, and an appropriate Change Order shall be issued.

7.7.3 Required certificates of inspections, tests or approval shall be secured by the Contractor and promptly delivered by him to the Engineer.

7.7.4 If the Engineer is to observe the inspections, tests or approvals required by the Contract Documents, he will do so promptly and, where practicable, at the source of supply.

7.7.5 Contractor is responsible for procuring all geotechnical services, construction material and density tests.

7.8 DUTY TO CONTINUE WORK

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

7.9 DISTRICT'S RIGHT TO UTILIZE AND OCCUPY

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

7.10 ARBITRATION

7.10.1 Demand for Arbitration: Any decision of the District which is subject to arbitration shall be submitted to arbitration upon the demand of either party to the dispute.

The Contractor shall not cause a delay of the Work because of the pendency of arbitration proceedings, except with the written permission of the Engineer, and then only until the arbitrators have an opportunity to determine whether or not the Work shall continue until they decide the matters in dispute.

The demand for arbitration shall be delivered in writing to the Engineer and the adverse party, either personally or by registered mail to the last known address of each. In no case shall a demand for arbitration be delivered after final payment has been accepted.

7.10.2 Arbitrators: No one shall be nominated or act as an arbitrator who is in any way financially interested in this Contract or in the business affairs of the District, or the Developer, or the Contractor, or the Engineer, or otherwise connected with any of them. Each arbitrator shall be a person familiar with the nature of the Work or the problem involved in the dispute submitted for arbitration.

Unless otherwise provided by controlling statutes, the parties may agree upon one arbitrator; otherwise, there shall be three, one named in writing by each party to this Contract, to the other party, and the third chosen by these two arbitrators.

The said third arbitrator, acting as presiding officer, shall have the power to declare the position of any arbitrator vacant by refusal or inability to act, sickness, death, resignation, absence or neglect. Any vacancy shall be filled by the party making the original appointment, and unless so filled within five (5) days after same has been declared, it shall be filled by the said presiding officer. If testimony has been taken before a vacancy has been filled, the matter shall be reheard unless a rehearing is waived in the submission or by the written consent of the parties.

If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding in respect to both the matters submitted to and the procedure followed during the arbitration. Such decisions shall be a condition precedent to any right of legal action.

7.10.3 Arbitration Procedure: The arbitrators shall deliver a written notice to each of the parties and to the Engineer, either personally or by registered mail to the last known address of each, of the time and place for the beginning of the hearings of the matters submitted to them. Each party may submit to the arbitrators such evidence and argument as he may desire, and the arbitrators may consider pertinent. The arbitrators shall, however, be the judges of all matters of laws and fact relating to both the subject matters of and the procedure during arbitration and shall not be bound by technical rules of law or procedure. They may hear evidence in whatever form they desire. The parties may be represented before them by such persons as each may select, subject to the disciplinary power of the arbitrators if such representative shall interfere with the orderly or speedy conduct of the proceedings.

Each party and the Engineer shall supply the arbitrators with such papers and information as they may demand, or with any witness whose movements are subject to their respective control, and upon refusal or neglect to comply with such demands, the arbitrators may render their decision

without the evidence which might have been elicited therefrom and the absence of such evidence shall afford no ground for challenge of the award by the party refusing or neglecting to comply with such demand.

The submission to arbitration (the statement of the matters in dispute between the parties to be passed upon by the arbitrators) shall be in writing duly acknowledged before a notary. Unless waived in writing by both parties to the arbitration, the arbitrators, before hearing testimony, shall be sworn in by an officer authorized by law to administer an oath, faithfully and fairly to hear and examine the matters in controversy and to make a just award according to the best of their understanding.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sum as they shall consider proper for the time, expense and trouble incident to the arbitrator, and if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall fix their own compensation unless otherwise provided by agreement and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded, and a duplicate shall be delivered personally or by registered mail, forthwith upon its rendition to each of the parties to the controversy and to the Engineer.

The award of the arbitrators shall not be open to objections on account of the form of the proceedings or the award, unless otherwise provided by the controlling statutes. In the event of such statutes providing on any matter covered by this article otherwise than as herein before specified, the method or procedure throughout and the legal effect of the award shall be wholly in accord with said statutes, it being the intention hereby to lay down a principle of action to be followed, leaving its local application to be adapted to the legal requirements of the jurisdiction having authority over the arbitration.

The Engineer shall not be deemed a party to the dispute. He is given the right to appear before the arbitrators and give such evidence as they may require.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Unless otherwise provided, the Contract Time is the period of time allotted in the Contract Documents for Substantial Completion of the Work as defined in Subparagraph 8.1.3, including authorized adjustments thereto.

8.1.2 The Date of Commencement of the Work is the date set forth at Article 3 of the Agreement.

8.1.3 The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Engineer when construction is sufficiently complete, in accordance with the Contract Documents, so the District can occupy or utilize the work or designated portion thereof for the use for which it is intended. The criteria for determining the date for Substantial Completion, in addition to the above, shall include, but shall not be limited to, the following: (a) the issuance of a certificate of occupancy if applicable to this Work by the appropriate governmental body as to all the work or designated portion thereof; (b) the ability of the District to occupy and use all the work without being impeded by any Work of the Contractor, except for punch list items determined by the District; (c) satisfactory completion of final inspections and all tests required by the county.

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

8.2 PROGRESS AND COMPLETION

8.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

8.2.2 The Contractor shall begin the Work on the Date of Commencement as defined in Subparagraph 8.1.2. He shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2.3 The Contractor shall furnish adequate forces, construction plans, shop drawings, and equipment and shall work such hours, including night shift, overtime operations, Sundays and Holidays in order to complete the Work in accordance with a progress schedule approved by the District. If the Contractor falls behind such schedule, Contractor shall take such steps as may be necessary to improve his progress by increasing the number of shifts and/or overtime operations, days of work and/or the amount of construction forces, all without additional cost to the District under the Contract. Failure of the Contractor to comply with these provisions shall be grounds for termination of the Contract by the District pursuant to Paragraph 14.2.

8.2.4 The Contractor is to submit a detailed construction schedule indicating start and finish dates (including county acceptance) at submission of bid or prior to Agreement award.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If a Contractor is delayed at any time in the progress of the Work by any act or neglect of the District, or by any employee thereof, or by any separate contractor employed by the District, or by changes ordered in the Work, or by prevention of performance because of governmental laws or regulation, or by fire or catastrophic weather condition, or unusual delays

in delivery of materials and equipment beyond the control of Contractor, then the Contract Time shall be extended by Change Order for such reasonable time as the District may determine.

8.3.2 Any claim for extension of time shall be made in writing to the Engineer on the day of the delay; otherwise, it shall be waived. In the case of continuing delay only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work.

8.3.3 If no agreement is made stating the dates upon which interpretations as provided in Subparagraph 2.2.8 shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen days after written request is made for them, and not then unless such claim is reasonable.

8.3.4 Time is of the essence in the Work provided for in these Contract Documents. Further, there will be, on the part of the District, considerable monetary damage in the event the Work provided for in these Contract Documents is not completed by the Contractor within the time fixed for Substantial Completion of the Work. Accordingly, it is understood and agreed by the Contractor that the liquidated damages for each and every day the time consumed in completing the Work exceeds the time allowed for therefor shall be the amount specified in Article 3 of the Agreement. This amount shall in no event, be considered as a penalty or otherwise but as liquidated and adjusted damages of the District because of said delay (actual damages as of the date hereof being unascertainable) and the Contractor and sureties of the Contractor upon the performance and payment bonds of the Contractor shall be liable therefor. Provided further, that such liquidated damages, if any, may be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties of the Contractor, if any, shall be liable therefor. Said liquidated damages shall be payable by the Contractor to the District under the provisions of Paragraph 14.2 of the General Conditions, and shall not preclude recovery of damages by the District under other provisions of the Contract Documents, except those for delays in Substantial Completion. This provision for liquidated damages shall in no manner effect the District's right to terminate the Contract as provided in Paragraph 14.2 of the General Conditions or elsewhere in the Contract Documents. The Contractor's exercise of a right to terminate shall not relieve the Contractor from its obligation to pay said liquidated damages from the retainage held by the District or from any other amount due to the Contractor from the District. Any excess of such liquidated damages over the amount due the Contractor from the District shall become immediately due and payable.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.3 APPLICATION FOR PAYMENT

9.3.1 After the twenty-fifth (25th) day of the month, the Contractor shall submit to the Engineer an itemized AIA G702 Application for Payment and AIA G703 Continuation Sheet, notarized if required, supported by such data substantiating the Contractor's right to payment as the District or Engineer may require, and reflecting retainage, if any as provided elsewhere in the Contract Documents.

9.3.2 Payment will not be made on account of materials or equipment not incorporated in the Work.

9.3.3 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the District either by incorporation in the Construction or upon the receipt of payment by the Contractor, whichever occurs first free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 9 as "liens"; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

9.3.3.1 All Applications for Payment shall be submitted to the Engineer and the project manager via email, with supporting documentation as may be reasonably required by District to assure appropriate payment to all subcontractors and material men, in the form approved by the District. It is the Contractor's responsibility to ensure that the Engineer submits the certified Application for Payment to the project manager, the Contractor, the District's accounts payable department (patricia@breezehome.com), and the Developer's accounts payable department (accountspayable@metrodg.com). Such supporting documentation shall include but

not be limited to a monthly updated AIA G705 Subcontractor List, as-builts, waivers of liens and a sworn statement to the effect that all labor and materials included in the Application for Payment have been paid by the Contractor, unless otherwise listed. The sworn statement shall be on a standard form approved by the District which lists unpaid amounts, if any, to laborers, material suppliers and subcontractors. Certificates of Payment will not be processed for payment unless sworn statements are submitted with request for payment. Applications for Payment shall include each such item or heading determined by Paragraph 9.2, the percentage of completion of each such item or heading, the total amount of Work provided as of date of application of each such item or heading, the total amount of Work previously paid for each item or heading, the amount of Work required for each item or heading and such other information as the District may direct. In addition to the above, the Contractor, as a condition precedent to any progress of final payment to be made hereunder shall comply with Florida Mechanics' Lien Laws, Chapter 713, Florida Statutes, now existing or as may hereafter be amended (**"Mechanics' Lien Law"**). To the extent that there is a conflict between the obligations of District under the Contract Documents and the obligations of the District under the Mechanics' Lien Law (which obligations under the Mechanics' Lien law are imposed in order to afford District its protections under said law), the obligations of District under the Mechanics' Lien Law shall prevail. The District shall withhold 5% retainage on each Application for Payment submitted by the Contractor.

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Engineer will, within seven (7) days after the receipt of the Contractor's Application for Payment, either issue a Certificate for Payment to the District, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing his reasons for withholding a Certificate as provided in Subparagraph 9.6.1.

9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Engineer to the District, based on his observations at the site as provided in Subparagraph 2.2.3 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his

Certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate for Payment, the Engineer shall not thereby be deemed to represent that he has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work or that he has reviewed the construction mean; methods, techniques, sequences or procedures, or that he has made any examination to ascertain how or for what purpose the Contractor has used the moneys previously paid on account of the Contract Sum.

9.5 PROGRESS PAYMENTS

9.5.1 After the Engineer has issued a Certificate for Payment, the District shall make payment in the manner and within the time provided in the Contract Documents.

9.5.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the District, out of the amount paid to the Contractor on account of such Subcontractor's work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's work. The Contractor shall, by an appropriate agreement with each subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner.

9.5.3 The Engineer may, on request and at his discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the District nor the Engineer shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor except as may otherwise be required by law.

9.5.5 No Certificate for Payment, progress payment, or any partial or entire use or occupancy of the Project by the District, shall constitute an acceptance of any Work not in accordance with the Contract Documents.

9.6 PAYMENTS WITHHELD

9.6.1 The Engineer may decline to certify payment and may withhold his Certificate in whole or in part, to the extent necessary reasonably to protect the District, if in his opinion he is unable to make representations to the District as provided in Subparagraph 9.4.2. If the Engineer is unable to make representations to the District as provided in Subparagraph 9.4.2 and to certify payment in the amount of the Application, he will notify the Contractor as provided in Subparagraph 9.4.1. If the Contractor and the Engineer cannot agree on a revised amount, the Engineer will promptly issue a Certificate for Payment for the amount for which he is able to make such representations to the District. The Engineer may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any Certificate of Payment previously issued, to such extent as may be necessary in his opinion to protect the District from loss because of:

.1 defective Work not remedied,

.2 third party claims filed or reasonable evidence indicating probable filing of such claims,

.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment,

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum,

.5 damage to the District or another contractor,

.6 reasonable evidence that the Work will not be completed within the Contract time, or

.7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.6.2 When the basis for withholding his Certificate as outlined in Subparagraph 9.6.1 is removed, the Engineer shall certify for payment the related amounts for which payment has been properly requested.

9.7 FAILURE OF PAYMENT

9.7.1 If the District does not pay the Contractor within twenty-five (25) days after the date established in the Contract Documents any amount to which no written objection has been made by the District or the Engineer then the Contractor may upon seven (7) additional days written notice to the District, stop the Work until payment of the amount owing has been received.

9.8 SUBSTANTIAL COMPLETION

9.8.1 When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the District, is substantially complete as defined in Subparagraph 8.1.3, the Contractor shall prepare for submission to the Engineer a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Engineer on the basis of an inspection determines that the Work or designated portion thereof is substantially complete, he will then prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the District and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Warranties

required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the District and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

9.9 FINAL COMPLETION AND FINAL PAYMENT

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

9.9.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the District might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety to final payment and (3), if required by the District, other data establishing payment or satisfaction for all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the District. If any Subcontractor refuses to furnish a release or waiver required by the District, the Contractor may furnish a bond satisfactory to the District to indemnify him against any such lien and to assure payment of such claim. If any such claim or lien remains unsatisfied after all payments are made the Contractor shall refund to the District all moneys that the latter may be compelled to pay in discharging such lien and so satisfying such claim, including all costs and reasonable attorneys' fees.

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

9.9.4 The making of final payment shall constitute a waiver of all claims by the District except those arising from:

.1 unsettled liens or claims of third parties,

.2 faulty or defective work appearing after Substantial Completion,

.3 failure of the Work to comply with the requirements of the Contract Documents, or

.4 terms of any special warranties required by the Contract Documents.

9.9.5 The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSON AND PROPERTY

10.2.1 The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

.1 all employees on the Project and all other persons who may be affected thereby;

.2 all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

10.2.2 The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury or loss. Machinery, equipment, and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

10.2.3 The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. Notwithstanding any provisions in the Contract to the contrary, the risk of loss on all materials and equipment incorporated in the Project or stored on the site shall be borne by the Contractor, who shall have the duty to protect the Project against damage, vandalism and malicious mischief.

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

10.2.5 The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, any materialman, or anyone directly or indirectly employed by any of them, or by anyone for whose acts of them may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to the acts or omissions of the District or Engineer or anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 4.18.

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

10.2.7 The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

10.2.8 The Contractor shall conduct his work so as to interfere as little as possible with private business or public travel. He shall, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and he shall be liable for all damages occasioned in any way by his act or neglect or that of his agents or employees. The Contractor shall be responsible for the maintenance of traffic. If required by the Engineer, special policemen shall be used. It is the responsibility of the

Contractor to ascertain from the Engineer, prior to submitting their bid, the extent and number of special policemen needed, as well as method and payment of said special policemen.

10.3 EMERGENCIES

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

10.4 DRUG AND ALCOHOL POLICY

10.4.1 **FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON DISTRICT'S CONSTRUCTION SITES, DISTRICT HAS A POLICY THAT NEITHER CONTROLLED SUBSTANCES NOR ALCOHOL SHALL BE DISTRIBUTED, POSSESSED OR USED ON DISTRICT'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF CONTROLLED SUBSTANCES OR ALCOHOL MUST IMMEDIATELY LEAVE THE DISTRICT CONSTRUCTION SITE OR PROPERTY.** To help ensure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

.1 If a Contractor suspects that one of Contractor's Agents is impaired by controlled substances or alcohol, Contractor is required to investigate and make inquiries of co-workers on the job site to confirm the suspected impairment. If District becomes aware that one of Contractor's Agents has been impaired on the job, District shall have the right, but not the duty, to request that Contractor's foreperson investigate. When such a request is given, orally or in writing, Contractor's foreperson shall immediately proceed with such investigation and shall thereafter promptly report the results to the District's Supervisor. District may send formal written notification to the Contractor regarding any such situation, a copy of which will be placed in the Contractor's file.

.2 Any worker who is impaired or reasonably believed to be impaired must be immediately removed from the job site, the Contractor must provide transportation for the impaired worker and not allow the impaired worker to drive him/herself from the job and endanger the public.

.3 A repeated violation by Contractor or any of Contractor's Agents of this policy will be cause for immediate termination of this Agreement by District, in District's sole discretion.

ARTICLE 11

INSURANCE

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 During the term of the contract, the Contractor shall, at its own expense, purchase and maintain the following insurance in companies properly licensed in the state of Florida and satisfactory to the District:

.1 Workers and Workmen's Compensation including occupational disease and employer's liability insurance.

a. Statutory-amounts and coverages required by Florida law.

b. Employer's liability-at least five hundred thousand dollars ($500,000.00) per each accident.

.2 Comprehensive General Liability, including coverage for direct operations, sublet Work, contractual liability and completed operations and products liability with limits not less than those stated above.

a. Bodily injury liability-including personal injury of five hundred thousand dollars ($500,000.00) for each person and one million dollars ($1,000,000.00) per occurrence.

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

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

.3 If any of the Work is subcontracted, Contractor's Protective Liability Insurance with limits and specified above at 11.1.1.1 and 11.1.1.2.

.4 Comprehensive Automobile Liability Insurance, including coverage for owned, nonowned and hired vehicles, for limits not less than listed below.

a. Bodily injury liability of five hundred thousand dollars ($500,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence.

b. Property damage liability of two hundred fifty thousand dollars ($250,000.00) for each occurrence.

.5 In addition to all coverage above, the Contractor shall furnish Excess Liability Insurance covering all risks noted above, in the minimum amount of one million dollars ($1,000,000.00) in the aggregate. Liability insurance for the comprehensive general liability and comprehensive automobile liability policies required above may be furnished for the full limits required or by combining the limits on such policies with the limits offered by the required Excess Liability Insurance policy.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. All insurance shall be in the form of "occurrence" type insurance which shall provide coverage for all claims arising from events occurring during the term of the required policies regardless of when such claim is made. All insurance shall remain in force until date of final payment and shall name the District and Developer as an additional insured.

11.1.3 The insurance required by Subparagraph 11.1.1 shall include contractual liability insurance applicable to the Contractor'' obligations under Paragraph 4.18.

11.1.4 Certificates of Insurance Acceptable to the District shall be filed with the District prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled or modified until at least thirty days' prior written notice has been given to the District and shall reflect that the District and Developer are an additional named insured under all required policies.

11.1.5 Endorsement of Certificate Holder should read: the name of the District, c/o Breeze, and be addressed to 1540 International Parkway, Suite 2000, Lake Mary, FL 32746.

11.2 DISTRICT'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

11.3.1 The Contractor waives all rights against (1) the District and his Subcontractors, Sub-subcontractors, agents and employees and (2) the Developer and separate contractors, if any, and their sub-contractors, sub-subcontractors, agents and employees, and (3) the Engineer and separate contractors, if any, and their sub-contractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by any property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance

held by the District as trustee. The Contractor, as appropriate, shall require of the Engineer, separate contractors, Subcontractors, and Sub-subcontractors by appropriate agreements, written where legally required for validity similar waivers each in favor of all other parties enumerated in this Subparagraph 11.3.1. All waivers of rights against the District under the terms of this Article 11, "Insurance", shall be deemed to include waivers of such rights against District's officers and employees.

11.3.2 The District as trustee shall have power to adjust and settle any loss with insurers.

11.4 LOSS OF USE OF INSURANCE

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

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the District and the Engineer, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order must be submitted using the AIA G701 Change Order form. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

12.1.2 The District, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the District resulting from a change in the Work shall be determined in one or more of the following ways:

.1 by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 by unit prices stated in the Schedule of Estimated Quantities and Unit Prices and/or Schedule of Values or subsequently agreed upon in writing;

.3 by cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 by the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.3.1, 12.1.3.2 or 12.1.3.3 is agreed upon, the Contractor, provided he receives a written order (including, but not limited to, a Construction Change Directive) signed by the District or Developer, shall promptly proceed with the Work involved. The cost of such work shall then be determined by the Engineer using the Schedule of Estimated Quantities and Unit Prices and/or Schedule of Values attached by Exhibit, in conjunction with the Developer, on the basis of the reasonable expenditures and savings of those performing the Work attributable to the Change. In such case, and also under Clauses 12.1.3.3 and 12.1.3.4 above, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with the appropriate supporting data for inclusion in a Change Order. Unless otherwise provided, in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the District, payments on account shall be made on the Engineer's Certificate for Payment. The amount of credit to be allowed by the Contractor to the District for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change. Notwithstanding anything herein seemingly to the contrary, the Engineer, in conjunction with the Developer, shall determine the cost of Change Orders based on unit prices set forth in the Schedule of Estimated Quantities and Unit Prices and/or Schedule of Values to the extent that such unit prices are applicable to the work involved in the Change Order; provided, however, such unit prices shall be subject to adjustment as set forth below in Subparagraph 12.1.5.

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

12.2 CONCEALED CONDITIONS

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

12.3 CLAIMS FOR ADDITIONAL COST

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer and Developer, prior to work proceeding, notice thereof on the day of the occurrence of the event giving raise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If the District and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.3.2 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the District to stop the Work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the Work pursuant to Paragraph 12.4, or (4) failure of payment by the District pursuant to Paragraph 9.7, the Contractor shall make such claim as provided in Subparagraph 12.3.1.

12.3.3 If the District directs the Contractor, directly or indirectly, to perform Work as part of the Contract Documents, which Work the Contractor believes is not included therein, the Contractor shall advise the District in writing setting forth, in detail, the reasons for the Contractor's contention. Pending further advice from the District, the Contractor shall not proceed with the Work in dispute. After the District has investigated the reasons for the Contractor's contentions, and the District still believes that the disputed Work should be performed by the Contractor, the District will so advise the Contractor. Upon receipt of such advice from the District, the Contractor shall proceed with the disputed Work, forthwith, but the Contractor may, at the same time, advise the District he is doing so under protest. If it is determined by the Engineer that the Contractor is entitled to sums in addition to the Contract Sum on account of such disputed Work, then the District shall escrow the cost of said additions and said amount shall be disbursed upon final decision of the appropriate court of law. Upon payment to the escrow account of such sum, the Contractor waives any right to a lien on any

portion of the Project for said sum. If the Engineer determines that the Contractor is not entitled to additions to the Contract Sum, no sum shall be escrowed and the Contractor shall be authorized to pursue his claim in a court of law. In any event, the Contractor shall proceed with the disputed Work during the pendency of any dispute as to his claim for additions to the Contract Sum.

12.4 MINOR CHANGE IN THE WORK

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

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

13.1.1 If any portion of the Work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any other portion of the Work has been covered which the Engineer has not specifically requested to observe prior to being covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the District. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that this condition was caused by the District or a separate contractor as provided in Article 6, in which event the District shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all Work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Engineer's additional services made necessary thereby.

13.2.2 If, within the active maintenance bond period after the date of final acceptance of the Work or designated portion thereof or within the active maintenance bond period after acceptance by the District of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the District to do so unless District has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the Contract. In any case wherein fulfilling the requirements of the Contract or of any warranty embraced in or required thereby the Contractor disturbs any Work under the Contract, he shall restore this disturbed Work to a condition satisfactory to the District and the extent provided by manufacturers' or materialmen's or subcontractors' warranties, he shall warrant such restored Work to the same extent as it was originally warranted under the Contract. The provision in this subparagraph regarding the survivability after termination of the Contract of the obligation to correct defective or improper Work shall not be construed to limit the survivability after termination of any other obligation under the Contract with is contemplated to be performed after the termination of the Contract.

13.2.3 The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5.1, 13.2.1 and 13.2.2, unless removal is waived by the District.

13.2.4 If the Contractor fails to correct defective or non-conforming Work as provided in Subparagraphs 4.5.1, 13.2.1 and 13.2.2, the District may correct it in accordance with Paragraph 3.4.

13.2.5 If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Engineer, the District may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the District may upon ten (10) additional days of written notice sell such Work at auction or private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Engineer's additional services made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.

13.2.6 The Contractor shall bear the cost of making good all work of the District or separate contractors destroyed or damaged by such correction or removal.

13.2.7 Nothing contained in this Paragraph 13.2 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Paragraph 4.5 hereof. The establishment of the time period of one year after the Date of Substantial Completion or such longer period of time as may be

prescribed by law or by the terms of any warranty required by the Contract Documents relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to his obligations other than specifically to correct the Work.

13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE 14

TERMINATION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 If through no fault of Contractor, District fails to pay Contractor any sum finally determined under the Contract to be due, then Contractor may, upon thirty (30) days written notice to District (and provided District does not within such notice period pay such sum) terminate the Contract. Upon such termination, Contractor shall be entitled to payment for all Work performed according to its pro rata share of the Contract Sum (based on work completed in relation to all Work required under the Contract Documents). The provisions of this Paragraph 14.1 shall not relieve the Contractor of its obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the District.

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

14.2 TERMINATION BY DISTRICT

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

.1 Failure to commence the Work in accordance with the provisions of the Contract.

.2 Failure to prosecute the Work to completion thereof in an efficient workmanlike, skillful, careful manner and in strict accordance with Contract Documents.

.3 Failure to use adequate amount and quality of personnel or equipment to complete the Work without undue delay.

.4 Allowing any condition to exist which will prevent the completion of the Work within the time specified in the Contract Documents or any extension thereof.

.5 Failure to perform any of its obligations under the Contract Documents.

.6 Failure to make prompt payments to its subcontractors, professional consultants, materialmen, or laborers.

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

.7 Terminate the Contract.

.8 Exclude the Contractor from the site and take possession of the tools and equipment used by Contractor (without liability of the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site, or for which the District has paid Contractor and which are stored elsewhere and finish the Work as District may deem expedient.

14.2.2 Where Contractor's services have been terminated by District, termination shall not affect any rights of District against Contractor then existing or which may thereafter accrue. In particular, without limiting the generality of the foregoing, by such termination, the District shall not be deemed to have waived any rights to insist upon timely submittal of any claims by Contractor. Any retention or payment of money due Contractor by District will not release Contractor from liability.

14.2.3 In the event of termination by District, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the direct and indirect cost of completing Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the District. In finishing the Work, the District shall seek competitive bids for the Work performed, provided he shall not be required to obtain the lowest price for the Work performed.

14.2.4 In the event of a breach of the Contract by the Contractor in a manner other than a failure to substantially complete the Work within the time prescribed in the Contract Documents, which would result in liquidated damages, the District shall be entitled to recover all damages incurred by the District as a result of said breach. In the event of such breach, District shall have the right to offset against any retainage or any other amounts due the Contractor any damages

that the District has incurred. In the event of such breach, the District shall be paid for all costs, plus reasonable attorneys' fees (including attorneys' fees and costs for all appeals and administrative proceedings) resulting from the enforcement of the Contract through legal proceedings or otherwise. Any and all suits for any and every breach of the Contract shall be instituted and maintained in any court of competent jurisdiction.

ARTICLE 15

MISCELLANEOUS

15.1 The Contractor shall be required as a condition of payment to execute any certificates, payment application or other documents required by applicable construction loan or bond financing which will provide a source of funds for the payment of the Contract Sum. Further, to the extent that any construction loan agreement or bond documents (relating to such construction loan or bond financing) conflict with any of the provisions of the Contract Documents, such construction loan agreement or bond documents shall prevail. By way of illustration and not limitation, the Contractor agrees that:

.1 All time periods, procedures, required documents, and other conditions of, or relating to, Payments and Completion under Article 9, hereof; and

.2 The form, content, and named insured under any required insurance policies under Article 11, hereof, shall be superseded by any conflicting provisions set forth by such construction loan agreement and/or bond documents.

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

15.3 **Pursuant to Section 448.095(2), Florida Statutes:**

a. Contractor represents that Contractor is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

b. If the District has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Contractor otherwise complied with its obligations thereunder, the District shall promptly notify the Contractor and the Contractor will immediately terminate its contract with the subcontractor.

c. If this Agreement is terminated in accordance with this section, then the Contractor will be liable for any additional costs incurred by the District.

15.4 Contractor shall provide Change Orders, Subcontractor Lists and Payment and Certification Applications using the AIA documents requested in Subparagraph 12.1.1, Subparagraph 9.3.3.1 and Subparagraph 9.3.1. In the event that the Contractor cannot provide AIA documents, similar documentation may be taken into consideration and may be used upon approval from the Developer.

EXHIBIT B

Mirada Parcel 15A Site Development

Contract Drawings and Specifications for
Mirada - Parcel 15A

Prepared by Hamilton Engineering & Surveying, LLC

Sheet	DWG No	Sheet Title	Date
1	C1.0	Cover	04.08.21
2	C2.0	General Construction Notes	04.08.21
3	C3.0	Aerial Site Plan	04.08.21
4	C4.0	Demolition and Erosion Control Plan	04.08.21
5	C4.1	Demolition and Sediment Control Details	04.08.21
6	C4.2	SWPP	04.08.21
7	C5.0	Preliminary Development Plan	01.13.22
8	C5.1	Preliminary Development Plan	01.13.22
9	C5.2	Model Center Plan	04.08.21
10	C6.0	Fire Truck Route	04.08.21
11	C6.1	Typical Roadway Section and Details	01.13.22
12	C6.2	Typical Roadway Details	04.08.21
13	C6.3	Site Geometry Plan	01.13.22
14	C6.4	Site Geometry Plan	01.13.22
15	C6.5	Site Geometry Plan	01.13.22
16	C6.6	Site Geometry Plan	01.13.22
17	C6.7	Site Geometry Plan	01.13.22
18	C6.8	Site Geometry Plan	01.13.22
19	C7.0	Master Drainage Plan	01.13.22
20	C7.1	Paving, Grading, and Drainage Plan	01.13.22
21	C7.2	Paving, Grading, and Drainage Plan	01.13.22
22	C7.3	Paving, Grading, and Drainage Plan	01.13.22
23	C7.4	Paving, Grading, and Drainage Plan	01.13.22
24	C7.5	Paving, Grading, and Drainage Plan	01.13.22
25	C7.6	Paving, Grading, and Drainage Plan	01.13.22
26	C7.7	Drainage Details	04.08.21
27	C7.71	Drainage Details	04.08.21
28	C7.72	Drainage Details	04.08.21
29	C7.8	Pond Sections	01.13.22
30	C7.9	Pond Sections	01.13.22
31	C7.10	Cross Sections	01.13.22
32	C8.0	Master Utility Plan	04.08.21
33	C8.1	Utility Plan	01.12.22
34	C8.2	Utility Plan	03.01.22
35	C8.3	Utility Plan	01.12.22
36	C8.4	Utility Plan	03.01.22
37	C8.5	Utility Plan	04.08.21

38	C9.0	Roadway Plan & Profile	04.08.21
39	C9.1	Roadway Plan & Profile	03.01.22
40	C9.2	Roadway Plan & Profile	03.01.22
41	C9.3	Roadway Plan & Profile	03.01.22
42	C9.4	Roadway Plan & Profile	01.12.22
43	C9.5	Roadway Plan & Profile	01.12.22
44	C9.6	Roadway Plan & Profile	01.12.22
45	C10.0	Sanitary Sewer System Details	04.08.21
46	C10.1	Water System Details	04.08.21
47	C10.2	Water System Details	01.12.22
48	C10.3	Lift Station Details	04.08.21
49	C10.4	Lift Station Details	04.08.21
50	C10.5	Lift Station Plan	01.12.22
51	C11.0	Sidewalk Construction & Signing Plan	01.13.22
52	C12.0	Landscape Plan	01.13.22
53	C12.1	Landscape Plan	01.13.22
1 of 1	C13.0	Sleeving Plan	04.08.21

EXHIBIT C

Schedule of Values

DESCRIPTION	AMOUNT
Clearing & Earthwork	$1,201,684.50
Paving	$492,272.00
Storm Drainage	$443,504.50
Sanitary Sewer Collection System	$689,287.00
Water Distribution System	$312,716.00
Reclaim Water Distribution System	$183,422.00
TOTAL	**$3,322,886.00**

EXHIBIT C-1

MIRADA 15A
SUBDIVSION INFRASTRUCTURE
Schedule of Estimated Quantities and Unit Prices
Bid Summary

CLEARING & EARTHWORK	$	1,201,684.50
PAVING	$	492,272.00
STORM DRAINAGE	$	443,504.50
SANITARY SEWER COLLECTION SYSTEM:	$	689,287.00
WATER DISTRIBUTION SYSTEM:	$	312,716.00
RECLAIM WATER DISTRIBUTION SYSTEM:	$	183,422.00
TOTAL:	$	3,322,886.00
TOTAL DAYS TO SUBSTANTIAL COMPLETION:		210 Days
TOTAL DAYS TO FINAL COMPLETION:		240 Days

The principle items of work and quantities shown herein are approximate only and are furnished solely for the purpose of showing the approximate scope of work to be performed. The Contractor shall examine the site of the work and shall inform himself fully in regard to all conditions pertaining to the place where the work is to be done. It is the Contractor's responsibility to perform his own quantity take-off and shall submit his bid showing the items of all work, unit prices and lump sum price for all work called for in the plans, specifications and contract documents based on his assessment of the work to be performed. No claim shall be made against Hamilton Engineering & Surveying, Inc. , nor the Owner for any errors or omissions in the Contractor's items of work and quantities, and the unit prices shall only be used as a basis of payment to items specifically added or deleted upon change order approved by Owner and Hamilton Engineering & Surveying, Inc., and as a basis for computing partial pay estimates when called for in the contract.

NOTE: Unit prices for all underground construction shall include all costs necessary to comply with the **"TRENCH SAFETY ACT"** and conform with all Occupational Safety and Health Administration (OSHA) regulations.

Contractor's Name: (Typed or Printed)
B.R.W. Contracting Inc.

By _____
(Signature)

Title: President

Address:
2522 Hunt Rd
Land O' Lakes FL 34638

Telephone No.: (813) 996-5882

Job No. 03145.0001
File Name:
Date: 8/14/14
GS/hew

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

CLEARING & EARTHWORK

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
1	Compliance w/req. FDEP Generic NPDES Permit	LS	1	1	$ 15,000.00	$ 15,000.00
2	Performance Bond	LS	1	1	$ 40,000.00	$ 40,000.00
3	Warranty Bond	LS	1	1	$ 45,000.00	$ 45,000.00
4	Clearing and Grubbing	LS		1	$ 101,500.00	$ 101,500.00
5	Solid Sod (Side slopes steeper than 5:1)	SY		19,350	$ 3.60	$ 69,660.00
6	Grass and Mulch (Side slopes flatter than 5:1)	SY		84,125	$ 0.65	$ 54,681.25
7	Unclassified Excavation	LS			$ -	$ -
8	Wetland and Deleterious Soils Removal	LS			$ -	$ -
9	Demolition	LS		1	$ 1,000.00	$ 1,000.00
10	Additional Excavation	CY		7000	$ 17.50	$ 122,500.00
11	Additional Excavation	CY		18000	$ 4.00	$ 72,000.00
12	Detention Pond "1501" (complete)	LS	1	1	$ 82,600.00	$ 82,600.00
13	Detention Pond "1502" (complete)	LS	1	1	$ 46,120.00	$ 46,120.00
14	Borrow Pond (complete)	LS	1	1	$ 75,792.00	$ 75,792.00
15	Floodplain Mitigation Pond "_____" (complete)	LS			$ -	$ -
16	Swale/Sump "100" Construction (complete)	LS			$ -	$ -
17	Rubble Rip Rap	SF			$ -	$ -
18	Saw-Cut and Match Existing Pavement	LS	1	1	$ -	$ -
19	Tree Protection (as required)	LS			$ -	$ -
20	Tree Barricade	LF			$ -	$ -
21	Swale/Ditch Construction (complete)	LF		1005	$5.00	$ 5,025.00

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

CLEARING & EARTHWORK

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
22	Type "V" Drainage Swale	LF			$0.00	$ -
23	Turbidity Barrier (if required)	LS			$0.00	$ -
24	Staked Erosion Control	LF	5,396	5650	$2.50	$ 14,125.00
25	Temporary Conveyance Swale	LF			$0.00	$ -
26	Retaining Wall w/ Handrailing	LF	777	777	$275.00	$ 213,675.00
27	Fence (Along Retaining Wall)	LF	777	0		$ -
28	Construction Entrance per Sheet C4.0 & C6.1	SF		1	$60,000.00	$ 60,000.00
29	Inlet Protection	EA		25	$200.00	$ 5,000.00
30	Additionall Excavation	SY		110750	$0.30	$ 33,225.00
31	Additional Excavation	SY		23825	$1.25	$ 29,781.25
32	Mobilization	LS		1	$30,000.00	$ 30,000.00
33	BRW Survey Layout and As-builts	LS		1	$35,000.00	$ 35,000.00
34	Geotechnical Testing	LS		1	$50,000.00	$ 50,000.00
					TOTAL	$1,201,684.50

By: _____
Checked: _____
Engineer:

$1,201,684.50

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
1	Saw-Cut and Remove Existing Pavement & Curb	LF	130	130	$ 10.00	$ 1,300.00
2	Saw-Cut and Remove Existing Shoulder & Paver	LF			$ -	$ -
3	Mill Existing Pavement (" Average Depth)	SY			$ -	$ -
4	1" Type FC-9.5 Asphalt Overlay	SY			$ -	$ -
5	____" Friction Course Type FC-12.5 w/ Rubber	SY			$ -	$ -
6	" Asphaltic Surface Course (Type SP-9.5)	SY			$ -	$ -
7	1-1/2" Asphaltic Surface Course (Type SP-12.5)	SY	8,523	8610	$ 13.00	$ 111,930.00
8	2" Asphaltic Surface Course (Type S-9.5)	SY			$ -	$ -
9	____" Type S-P Structural Course (Traffic C)	SY			$ -	$ -
10	____" A B C Base Course	SY			$ -	$ -
11	6" Crushed Concrete Base Course*	SY	8,523	8610	$ 21.00	$ 180,810.00
12	8" Crushed Concrete Base Course*	SY			$ -	$ -
13	____" Soil Cement Base Course*	SY			$ -	$ -
14	6" Limerock Base Course (LBR _____)	SY			$ -	$ -
15	8" Limerock Base Course (LBR _____)	SY			$ -	$ -
16	12" Compacted Subgrade	SY			$ -	$ -
17	12" Stabilized Subgrade	SY	8,523	8610	$ 5.00	$ 43,050.00
18	Type B Stabilization	SY			$ -	$ -
19	' Boardwalk	LF			$ -	$ -
20	' Concrete Sidewalk	LF			$ -	$ -

GP

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
21	5' Concrete Sidewalk (4" Thick)	LF	675	975	$ 25.00	$ 24,375.00
22	5' Concrete Sidewalk (6" Thick)	LF			$ -	$ -
23	10' Concrete Sidewalk (4" Thick)	LF			$ -	$ -
24	10' Concrete Sidewalk (6" Thick)	LF			$ -	$ -
25	ADA Sidewalk Ramp per FDOT Index 304 (Com	EA	9	9	$ 750.00	$ 6,750.00
26	12" Stabilized Subgrade under Curb	LF		6455	$ 2.00	$ 12,910.00
27	5' Thickened Edge Sidewalk (4" Thick)	LF		108	$ 37.50	$ 4,050.00

* The contractor shall base his bid on constructing the soil cement base with full blend borrow material with a minimum seven (7) day compressive strength of 300 psi for _____inch (") soil cement base. If additional cement material is required at the time of construction due to the contractor wanting to mix when slightly excessive moisture is present or if "wet spots" are encountered, then the contractor is responsible for the additional cost.

Concrete Miami Curb (Type A) **	LF	5,542	5543	$ 14.00	$ 77,602.00
Concrete Curb and Gutter (Type F) **	LF	765	575	$16.00	$ 9,200.00
					$ -
Concrete Curb (Type B) **	LF		240	$ 16.00	$ 3,840.00
					$ -
Concrete Flush Curb**	LF	97	97	$ 15.00	$ 1,455.00
Concrete Curb **	LF			$ -	$ -
Concrete Drop Curb** (L.F. does not include tran	LF			$ -	$ -
Concrete Flume (complete)	EA			$ -	$ -
Concrete Intersection Valley Gutter (complete)	EA			$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

PAVING

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	"T" Type Turnaround (install)	EA			$ -	$ -
	"T" Type Turnaround (remove)	EA			0	$ -
	Dead End Barricade (install)	EA			0	$ -
	Dead End Barricade (remove)	EA			0	$ -
	Signing and Pavement Marking	LS	1	1	$15,000	$ 15,000.00

** All cost for stabilization under curb shall be included in the unit price for the curb

TOTAL $ 492,272.00

By: _____
Checked: _____
Engineer: _____

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	6" Underdrain	LF			$ -	$ -
	8" Underdrain	LF			$ -	$ -
	6" Underdrain Cleanout	EA			$ -	$ -
	8" Underdrain Cleanout	EA			$ -	$ -
	6" PVC	LF			$ -	$ -
	8" PVC	LF			$ -	$ -
	10" PVC	LF			$ -	$ -
	12" RCP	LF			$ -	$ -
	15" RCP	LF			$ -	$ -
	18" RCP	LF	373	403	$ 65.00	$ 26,195.00
	24" RCP	LF	792	812	$ 90.00	$ 73,080.00
	24" A2000	LF			$ -	$ -
	30" RCP	LF	727	748	$ 126.00	$ 94,248.00
	36" RCP	LF			$ -	$ -
	42" RCP	LF	392	401	$ 212.00	$ 85,012.00
	48" RCP	LF			$ -	$ -
	54" RCP	LF			$ -	$ -
	60" RCP	LF			$ -	$ -
	72" RCP	LF			$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	14" x 23" RCP	LF	33	39	$ 88.00	$ 3,432.00
	34" x 53" RCP	LF			$ -	$ -
	38" x 60" RCP	LF			$ -	$ -
	Yard Drain	EA			$ -	$ -
	_____" PVC Junction Box	EA			$ -	$ -
	Type 1 Curb Inlet (3'-6" x 4'-0" Box) F-curb Top	EA			$ -	$ -
	Type 1 Curb Inlet (3'-6" x 4'-0" Box w/"J" Bottor	EA			$ -	$ -
	Type 1 Curb Inlet	EA	15	15	$ 4,050.00	$ 60,750.00
	Type 1 Curb Inlet (Box)	EA			$ -	$ -
	Type 1 2 3 4 P J Curb Inlet (Box)	EA			$ -	$ -
	Type 1 2 3 4 P J Curb Inlet (Box)	EA			$ -	$ -
	Type 1 2 3 4 P J Curb Inlet (Box)	EA			$ -	$ -
	Type 1 2 3 4 P J Curb Inlet (Box)	EA			$ -	$ -
	Type 2 Curb Inlet (Box)	EA			$ -	$ -
	Type 2 Curb Inlet (Box)	EA			$ -	$ -
	Type V Inlet (Box)	EA			$ -	$ -
	Type C Ditch Bottom Grate Top Inlet	EA			$ -	$ -
	Type D Ditch Bottom Grate Top Inlet	EA			$ -	$ -
	Ditch Bottom Grate Top Inlet - Type D	EA			$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	Ditch Bottom Grate Top Inlet - Type E	EA			$ -	$ -
	Manhole Type P	EA	4	1	$ 3,650.00	$ 3,650.00
	Manhole Type J	EA		3	$ 7,650.00	$ 22,950.00
	Control Structure (Type H) (complete)	LS	1	1	$ 9,150.00	$ 9,150.00
	Control Structure (Wall) (complete)	LS	1	1	$ 10,150.00	$ 10,150.00
	Control Structure _____ (complete)	LS			$ -	$ -
	Control Structure _____ (complete)	LS			$ -	$ -
	Control Structure _____ (complete)	LS			$ -	$ -
	Structure # _____ (complete)	LS			$ -	$ -
	Mitered End Section 18" RCP	EA			$ -	$ -
	Mitered End Section 24" RCP	EA	4	4	$ 2,200.00	$ 8,800.00
	Mitered End Section 30" RCP	EA	2	2	$ 4,275.00	$ 8,550.00
	Mitered End Section 42" RCP	EA	1	1	$ 7,500.00	$ 7,500.00
	End Wall Double 72" RCP	EA			$ -	$ -
	Flared End Section _____ " RCP	EA			$ -	$ -
	Flared End Section _____ " RCP	EA			$ -	$ -
	Flared End Section _____ " RCP	EA			$ -	$ -
	Flared End Section _____ " RCP	EA			$ -	$ -
	Plug _____ " RCP Structure #_____	LS			$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

STORM DRAINAGE SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	Structure # _____ with Temp Concrete Tops	LS			$ -	$ -
	Structure # _____ with Temp Concrete Tops	LS			$ -	$ -
	Structure # _____ (Complete)	LS			$ -	$ -
	Structure # _____ (Complete)	LS			$ -	$ -
	Dewatering - Storm System	LF		2403	$ 7.50	$ 18,022.50
	Post Installation Testing	LF		2403	$ 5.00	$ 12,015.00
					TOTAL	$ 443,504.50

By: _____
Checked: _____
Engineer: _____

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
8"	PVC (0' - 6' Cut)	LF	678	540	$ 42.00	$ 22,680.00
8"	PVC (6' - 8' Cut)	LF	821	1,018	$ 44.00	$ 44,792.00
8"	PVC (8' - 10' Cut)	LF	591	620	$ 45.00	$ 27,900.00
8"	PVC (10' - 12' Cut)	LF	628	643	$ 46.00	$ 29,578.00
8"	PVC (12' - 14' Cut)	LF	114	122	$ 47.50	$ 5,795.00
8"	PVC (14' - 16' Cut)	LF			$ -	$ -
8"	PVC (16' - 18' Cut)	LF			$ -	$ -
8"	PVC (18' - 20' Cut)	LF			$ -	$ -
8"	PVC (20' - 22' Cut)	LF			$ -	$ -
8"	PVC (22' - 24' Cut)	LF			$ -	$ -
8" C 900	PVC (Cut)	LF			$ -	$ -
8" C 900	PVC (Cut)	LF			$ -	$ -
Standard Manhole (0' - 6' Cut)		EA	2	4	$ 5,150.00	$ 20,600.00
Standard Manhole (6' - 8' Cut)		EA	5	1	$ 5,800.00	$ 5,800.00
Standard Manhole "LINED" (6' - 8' Cut)		EA	1	3	$ 10,100.00	$ 30,300.00
Standard Manhole (8' - 10' Cut) LINED		EA	2	3	$ 12,200.00	$ 36,600.00
Standard Manhole (10' - 12' Cut)		EA			$ -	$ -
Standard Manhole "LINED" (10' - 12' Cut)		EA	3	3	$ 14,100.00	$ 42,300.00
Standard Manhole (12' - 14' Cut)		EA			$ -	$ -
Standard Manhole "LINED" (12' - 14' Cut)		EA	1		$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	Standard Manhole (14' - 16' Cut)	EA			$ -	$ -
	Standard Manhole (16' - 18' Cut)	EA			$ -	$ -
	Standard Manhole (18' - 20' Cut)	EA			$ -	$ -
	Standard Manhole (20' - 22' Cut)	EA			$ -	$ -
	Standard Manhole (22' - 24' Cut)	EA			$ -	$ -
	Drop Manhole (0' - 6' Cut)	EA			$ -	$ -
	Drop Manhole (6' - 8' Cut)	EA			$ -	$ -
	Drop Manhole (8' - 10' Cut)	EA			$ -	$ -
	Drop Manhole (10' - 12' Cut)	EA			$ -	$ -
	Drop Manhole (12' - 14' Cut)	EA			$ -	$ -
	Drop Manhole (14' - 16' Cut)	EA			$ -	$ -
	Drop Manhole (16' - 18' Cut)	EA			$ -	$ -
	Watertight Manhole Seals (20)	LS			$ -	$ -
	Remove Plug and Connect to Exist. San. MH	EA			$ -	$ -
	Core and Connect to Existing San. MH	EA			$ -	$ -
	8" Plug and Stub	EA			$ -	$ -
	Single Sewer Service Connection *	EA	12	12	$ 1,150.00	$ 13,800.00
	Double Sewer Service Connection*	EA	33	33	$ 1,700.00	$ 56,100.00
	Pump Station (complete)	LS	1	1	$ 330,000.00	$ 330,000.00

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	Jack and Bore for FM connection (complete)	LF			$ -	$ -
	24" Steel Casing Pipe	LF			$ -	$ -
	4" PVC Forcemain	LF	20	25	$ 28.00	$ 700.00
	6" PVC Forcemain	LF			$ -	$ -
	12" PVC Forcemain	LF			$ -	$ -
	4" Plug	EA			$ -	$ -
	4" Plug Valve	EA			$ -	$ -
	6" Plug Valve	EA			$ -	$ -
	12" Plug Valve	EA			$ -	$ -
	4" 22½ ° Bend	EA			$ -	$ -
	4" 45° Bend	EA	1	1	$ 500.00	$ 500.00
	4" 90° Bend	EA	1	1	$ 550.00	$ 550.00
	12" 22½ ° Bend	EA			$ -	$ -
	12" 45° Bend	EA			$ -	$ -
	12" X 4" Tee	EA			$ -	$ -
	12" X 12" Tee	EA			$ -	$ -
	12" X 6" Reducer	EA			$ -	$ -
	" Air Release Valve (Complete Assembly)	EA			$ -	$ -
	Shock Pad	EA			$ -	$ -
	Connect to Existing Force Main	EA		1	$ 2,000.00	$ 2,000.00

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

SANITARY SEWAGE COLLECTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	Dewatering - Sanitary Sewer	LF		2,968	$ 3.50	$ 10,388.00
	Post Installation Testing	LF		2,968	$ 3.00	$ 8,904.00
					TOTAL	$ 689,287.00

By: _____
Engineer: _____

* Shall consist of all bends, tees, plugs, cleanouts or any other appurtenances comprising a complete service.

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	Connect to Existing 8" Water Main	LS	1	1	$ 2,000.00	$ 2,000.00
	Jack and Bore for WM connection (complete)	LS			$ -	$ -
	" Steel Casing Pipe	LF			$ -	$ -
	Temporary Construction Meter	EA	1	1	$ 1,850.00	$ 1,850.00
	Master Meter Assembly w/ Backflow Preventer	EA			$ -	$ -
	2" PVC Water Main	LF	40	42	$ 11.00	$ 462.00
	4" PVC Water Main	LF			$ -	$ -
	6" PVC Water Main	LF	0	60	$ 38.00	$ 2,280.00
	8" PVC Water Main	LF	3,178	3,180	$ 52.00	$ 165,360.00
	6" DIP Water Main	LF			$ -	$ -
	8" DIP Water Main	LF			$ -	$ -
	12" DIP Water Main	LF			$ -	$ -
	4" Plug	EA			$ -	$ -
	6" Plug	EA			$ -	$ -
	8" Plug	EA			$ -	$ -
	12" Plug	EA			$ -	$ -
	2" Gate Valve	EA	1	1	$ 950.00	$ 950.00
	4" Gate Valve	EA			$ -	$ -
	6" Gate Valve	EA			$ -	$ -
	8" Gate Valve	EA	9	9	$ 2,200.00	$ 19,800.00
	10" Gate Valve	EA			$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	12" Gate Valve	EA			$ -	$ -
	2" 11¼° Bend	EA			$ -	$ -
	2" 22½° Bend	EA			$ -	$ -
	2" 45° Bend	EA			$ -	$ -
	2" 90° Bend	EA	1	1	$ 75.00	$ 75.00
	4" 11¼° Bend	EA			$ -	$ -
	4" 22½° Bend	EA			$ -	$ -
	4" 45° Bend	EA			$ -	$ -
	4" 90° Bend	EA			$ -	$ -
	6" 11¼° Bend	EA			$ -	$ -
	6" 22½° Bend	EA			$ -	$ -
	6" 45° Bend	EA			$ -	$ -
	6" 90° Bend	EA			$ -	$ -
	8" 11¼° Bend	EA	3	5	$ 550.00	$ 2,750.00
	8" 22½° Bend	EA	10	8	$ 550.00	$ 4,400.00
	8" 45° Bend	EA	8	12	$ 550.00	$ 6,600.00
	8" 90° Bend	EA			$ -	$ -
	12" 11¼° Bend	EA			$ -	$ -
	12" 22½° Bend	EA			$ -	$ -
	12" 45° Bend	EA			$ -	$ -
	12" 90° Bend	EA			$ -	$ -
	6" x 2" Tee	EA			$ -	$ -
	6" x 6" Tee	EA			$ -	$ -
	8" x 8" Tee	EA	1	1	$ 850.00	$ 850.00
	12" x 2" Taping Saddle	EA	1	1	$ 100.00	$ 100.00
	12" x 8" Tee	EA			$ -	$ -
	____" x ____" Tee	EA			$ -	$ -
	12" x 8" Cross	EA			$ -	$ -
	____" x ____" Cross	EA			$ -	$ -
	____" x ____" Cross	EA			$ -	$ -
	6" x 4" Reducer	EA			$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

WATER DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	8" x 6" Reducer	EA			$ -	$ -
	____" x ____" Reducer	EA			$ -	$ -
	____" x ____" Reducer	EA			$ -	$ -
	____" x ____" Reducer	EA			$ -	$ -
	Fire Hydrant Assembly *	EA	5	6	$ 7,000.00	$ 42,000.00
	Blow-off Assembly *	EA			$ -	$ -
	Single Service (Short) **	EA	23	17	$ 750.00	$ 12,750.00
	Double Service (Short) **	EA	12	16	$ 1,000.00	$ 16,000.00
	Single Service (Long) **	EA	13	11	$ 900.00	$ 9,900.00
	Double Service (Long) **	EA	8	9	$ 1,150.00	$ 10,350.00
	Shock Pad (Contingency)	EA			$ -	$ -
	8" x 12" Wet Tap	EA	0	1	$ 4,500.00	$ 4,500.00
	2" RPZ Backflow Assembly	EA	0	1	$ 3,175.00	$ 3,175.00
	Post Installation Testing	LF	0	3282	$ 2.00	$ 6,564.00
					TOTAL	$ 312,716.00

By: _____
Checked: _____
Engineer: _____

* Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.

** Shall consist of all sleeves, corporation stops, curb stops, pipe or tubing or any other appurtenances comprising a complete water service.

$ 312,716.00

$ 312,716.00

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

RECLAIM DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	Connect to Existing 8" Reclaim Main	LS	1	1	$ 2,000.00	$ 2,000.00
	Jack and Bore for WM connection (complete)	LS			$ -	$ -
	" Steel Casing Pipe	LF			$ -	$ -
	" x " Tapping Sleeve and Valve	EA			$ -	$ -
	Temporary Construction Meter	EA			$ -	$ -
	Master Meter Assembly w/ Backflow Preventer	EA			$ -	$ -
	2" PE Reclaim Service	LF			$ -	$ -
	4" PVC Reclaim Main	LF			$ -	$ -
	6" PVC Reclaim Main	LF	2,580	2,580	$ 36.00	$ 92,880.00
	8" PVC Reclaim Main	LF	207	208	$ 52.00	$ 10,816.00
	6" DIP Reclaim Main	LF			$ -	$ -
	8" DIP Reclaim Main	LF			$ -	$ -
	12" DIP Reclaim Main	LF			$ -	$ -
	4" Plug	EA			$ -	$ -
	6" Plug	EA			$ -	$ -
	8" Plug	EA			$ -	$ -
	12" Plug	EA			$ -	$ -
	2" Gate Valve	EA			$ -	$ -
	4" Gate Valve	EA			$ -	$ -

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

RECLAIM DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	6" Gate Valve	EA	7	7	$ 1,550.00	$ 10,850.00
	8" Gate Valve	EA	1	1	$ 2,450.00	$ 2,450.00
	10" Gate Valve	EA			$ -	$ -
	12" Gate Valve	EA			$ -	$ -
	2" 11¼° Bend	EA			$ -	$ -
	2" 22½° Bend	EA			$ -	$ -
	2" 45° Bend	EA			$ -	$ -
	2" 90° Bend	EA			$ -	$ -
	4" 11¼° Bend	EA			$ -	$ -
	4" 22½° Bend	EA			$ -	$ -
	4" 45° Bend	EA			$ -	$ -
	4" 90° Bend	EA			$ -	$ -
	6" 11¼° Bend	EA	1	2	$ 450.00	$ 900.00
	6" 22½° Bend	EA	6	5	$ 350.00	$ 1,750.00
	6" 45° Bend	EA	5	17	$ 250.00	$ 4,250.00
	6" 90° Bend	EA			$ -	$ -
	8" 11¼° Bend	EA			$ -	$ -
	8" 22½° Bend	EA			$ -	$ -
	8" 45° Bend	EA	2	10	$ 550.00	$ 5,500.00
	8" 90° Bend	EA			$ -	$ -
	12" 11¼° Bend	EA			$ -	$ -
	12" 22½° Bend	EA			$ -	$ -
	12" 45° Bend	EA			$ -	$ -
	12" 90° Bend	EA			$ -	$ -
	6" x 2" Tee	EA			$ -	$ -
	6" x 6" Tee	EA			$ -	$ -
	8" x 6" Tee	EA	1	0	$ -	$ -
	12" x 1" Saddle	EA			$ -	$ -
	12" x 8" Tee	EA			$ -	$ -
	__8__" x _8__" Tee	EA		1	$ 850.00	$ 850.00

MIRADA 15A
SUBDIVISION INFRASTRUCTURE

RECLAIM DISTRIBUTION SYSTEM

Item No.	Description	Unit	Estimated Quantity	Contractor Quantity	Unit Price	Total Amount
	12" x 8" Cross	EA			$ -	$ -
	____" x ____" Cross	EA			$ -	$ -
	____" x ____" Cross	EA			$ -	$ -
	6" x 4" Reducer	EA			$ -	$ -
	8" x 6" Reducer	EA	2	2	$ 550.00	$ 1,100.00
	____" x ____" Reducer	EA			$ -	$ -
	____" x ____" Reducer	EA			$ -	$ -
	____" x ____" Reducer	EA			$ -	$ -
	Fire Hydrant Assembly *	EA			$ -	$ -
	Blow-off Assembly *	EA			$ -	$ -
	Single Service (Short) **	EA	7	7	$ 650.00	$ 4,550.00
	Double Service (Short) **	EA	11	11	$ 900.00	$ 9,900.00
	Single Service (Long) **	EA	5	5	$ 950.00	$ 4,750.00
	Double Service (Long) **	EA	22	22	$ 1,150.00	$ 25,300.00
	Shock Pad (Contingency)	EA			$ -	$ -
	Post Installation Testing	LF		2788	$ 2.00	$ 5,576.00
					TOTAL	$ 183,422.00

By: _____
Checked: _____
Engineer: _____

* Shall consist of all pipe, valves, tees, fittings or any other appurtenances comprising a complete working assembly.

** **Shall consist of all sleeves, corporation stops, curb stops, pipe or tubing or any other appurtenances comprising a complete Reclaim service.**

EXHIBIT D

Schedule

Mirada Parcel 15A Site Development:

210 Days to Substantial Completion
240 Days to Final Completion

NOTE:

Formal Construction Schedule to be Provided Upon Contract Execution

EXHIBIT E

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 25 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE S 04°57'35" W, A DISTANCE OF 2,579.79 FEET TO THE POINT OF BEGINNING; THENCE S 60°37'07" W, A DISTANCE OF 27.71 FEET; THENCE S 18°52'58" E, A DISTANCE OF 402.91 FEET; THENCE S 28°42'37" W, A DISTANCE OF 69.38 FEET; THENCE S 49°00'21" W, A DISTANCE OF 72.95 FEET; THENCE S 55°29'05" W, A DISTANCE OF 102.49 FEET; THENCE S 60°06'28" W, A DISTANCE OF 125.36 FEET; THENCE S 30°09'20" E, A DISTANCE OF 40.95 FEET; THENCE S 59°50'40" W, A DISTANCE OF 127.29 FEET TO A POINT OF CURVE TO THE LEFT WITH A RADIUS OF 2,360.00 FEET HAVING A CENTRAL ANGLE OF 10°51'32"; A CHORD BEARING OF S 54°24'54" W AND A DISTANCE OF 446.60 FEET THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 447.27 FEET; THENCE S 48°59'08" W, A DISTANCE OF 280.03 FEET; THENCE N 40°55'36" W, A DISTANCE OF 51.52 FEET; THENCE N 82°30'36" W, A DISTANCE OF 57.61 FEET; THENCE N 63°17'53" W, A DISTANCE OF 38.21 FEET; THENCE N 65°09'45" W, A DISTANCE OF 41.45 FEET; THENCE N 44°53'39" W, A DISTANCE OF 54.08 FEET; THENCE N 86°24'55" W, A DISTANCE OF 47.19 FEET; THENCE N 00°13'44" W, A DISTANCE OF 1,044.81 FEET; THENCE N 90°00'00" E, A DISTANCE OF 1,091.31 FEET TO THE POINT OF BEGINNING.

EXHIBIT F

SUPPORTING DOCUMENT EXAMPLES

F1. AIA G705 – List of Subcontractors

F2. AIA G702 – Application and Certificate for Payment

F3. AIA G703 – Continuation Sheet for G702

F4. AIA G701 – Change Order

F5. Project Specific COI

F6. Contractor Waiver and Release of Lien Upon Progress Payment

F7. Contractor Waiver and Release of Lien Upon Final Payment

F8. Subcontractor Waiver and Release of Lien Upon Progress Payment

F9. Subcontractor Waiver and Release of Lien Upon Final Payment

F10. Request for Contract List of Subcontractors and Suppliers and Sworn Statement

EXHIBIT F1

AIA® Document G705™ – 2001

List of Subcontractors

PROJECT: *(Name and address)*

DATE:

TO ARCHITECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

FROM CONTRACTOR: *(Name and Address)*

CONTRACTOR'S PROJECT NUMBER :

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name	Address/Phone	Superintendent

Sample

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051711ACD44

EXHIBIT F2

AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:
PERIOD TO:
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** ..... $_____
2. **NET CHANGE BY CHANGE ORDERS** ..... $_____
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $_____
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* ..... $_____
5. **RETAINAGE:**
   a. _____% of Completed Work
   (Columns D + E on G703) $_____
   b. _____% of Stored Material
   (Column F on G703) $_____

   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)*..... $_____
6. **TOTAL EARNED LESS RETAINAGE** ..... $_____
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $_____
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $_____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

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

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... $ _____

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

ARCHITECT:

By: _____ Date: _____

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

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EXHIBIT F3

AIA® Document G703® – 1992

Continuation Sheet

AIA Document G702®, Application and Certificate for Payment, or G732™, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION *(D + E)*	THIS PERIOD	MATERIALS PRESENTLY STORED *(Not in D or E)*	TOTAL COMPLETED AND STORED TO DATE *(D+E+F)*	% *(G ÷ C)*	BALANCE TO FINISH *(C – G)*	RETAINAGE *(If variable rate)*
	GRAND TOTAL								

Sample

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EXHIBIT F4

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CHANGE ORDER INFORMATION:** Change Order Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was $ _____

The net change by previously authorized Change Orders $ _____

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was $ _____

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of $ _____

The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be $ _____

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.

The new date of Substantial Completion will be

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

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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EXHIBIT F5

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME: Name	
Name Address Address	PHONE (A/C, No, Ext): Phone	FAX (A/C, No):
	E-MAIL ADDRESS: Email	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Insurance Company	NAIC#
INSURED	INSURER B: Insurance Company	NAIC#
Insured Address Address	INSURER C: Insurance Company	NAIC#
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			Policy #			EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			Policy #			COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			Policy #			EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Policy #			X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Mirada II CDD and CR Pasco Development Company, LLC
are included as Additional Insured as respects General Liability , Auto Liability and Umbrella Liability, a Waiver of Subrogation applies and coverage is Primary and Non-contributory. A Waiver of Subrogation applies for Workers' Compensation Employers Liability coverage. Thirty days notice of cancellation will be provided to the Certificate Holder.

Project Name: Mirada Parcel 15A Site Development

Location: Pasco County, FL

CERTIFICATE HOLDER

Mirada II CDD
c/o Breeze
1540 International Pkwy #2000
Lake Mary, FL 32746

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT F6

PROGRESS PAYMENT AFFIDAVIT AND WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared {Insert – Name} ("Affiant"), who after being duly sworn, deposes and states that:

1. Affiant is the {Insert - Title} of B.R.W. Contracting, Inc, doing business in the State of Florida ("Lienor").

2. Affiant represents that (a) he/she has authority to execute this Progress Payment Affidavit and Waiver and Release of Lien Upon Progress Payment (the "Affidavit") for, and on behalf of, Lienor; (b) the facts stated herein are true and correct; and (c) Lienor has executed this Affidavit to induce the Mirada II Community Development District ("District") and CR Pasco Development Company, LLC (the "Developer") (District and Developer may collectively be referred to hereinafter as the "Owner") into causing or facilitating the payment described below. Lienor – through its Affiant – therefore acknowledges and agrees that Owner is relying on Lienor's representations and warranties made herein.

3. Lienor previously entered into an agreement (the "Contract") pursuant to which Lienor agreed to furnish labor, services, and materials (collectively, the "Work") for Owner in connection with the improvement of a project located throughout Pasco County, Florida entitled or otherwise described as (collectively, the "Project"):

Mirada Parcel 15A Site Development

4. Lienor, in consideration of a check in the amount of {Insert Amount Written Out} and No/100 Dollars ($ {Insert Amount in Number Format}) (the "Check") from Owner, hereby conditionally waives and releases all of its liens and rights to claim liens for Lienor's Work on or at the Project and any other projects, properties, or improvements within any district of, or for the benefit of, Owner (collectively, the "Projects") from the beginning of time through {Insert Progress Payment Date}. To be clear, the only condition to Lienor's waiver and release of its liens and rights to claim liens for Lienor's Work on or at the Projects through {Insert Progress Payment Date} is the clearance of the Check. Stated differently, upon clearance of the Check, Lienor immediately and unconditionally waives and releases all of its liens and rights to claim liens for Lienor's Work on or at the Projects through {Insert Progress Payment Date}.

5. Lienor represents that it has already paid, or will use the monies it receives through the Check to promptly pay, in full all of Lienor's laborers, subcontractors, sub-subcontractors, materialmen, suppliers, and any other lienors (collectively, "Lienor's Subcontractors") for all work, materials, equipment, and services provided for or to the Projects through {Insert Progress Payment Date}. Lienor also hereby agrees to defend, indemnify, and hold Owner and Owner's constituents, successors, and assigns harmless of, from, and against any and all claims, demands, causes of action, alleged debts, and liens asserted or recorded by Lienor's Subcontractors arising from, or related to, work, materials, equipment, and services provided for or to the Projects by Lienor's Subcontractors through {Insert Progress Payment Date}.

6. Lienor further waives and releases any and all claims of any type or description whatsoever, whether known or unknown, against Owner or Owner's constituents, successors, or assigns as of {Insert Progress Payment Date} arising from, or relating to, any Work furnished on, or used in connection with, the Projects. Moreover, Lienor hereby represents that there are no claims, notices, or suits for payment, losses, or damages of any kind, nature, or description whatsoever as of {Insert Progress Payment Date}, which arise from, or relate to, Lienor's Work on or at the Projects. Any claims or liens previously filed, or otherwise asserted, by Lienor or Lienor's Subcontractors arising from, or relating to, this Affidavit or the Projects shall immediately be dismissed or marked cancelled and satisfied as of record by Lienor at Lienor's sole expense. Lienor further agrees that following the clearance of the Check, Lienor shall execute any other documents and take any additional action that may be necessary to effectuate the transactions contemplated by this Affidavit, including, without limitation, transferring any liens recorded by Lienor's Subcontractors with respect to the Projects to bonds at Lienor's sole expense or executing, recording, or causing the satisfactions of any liens recorded by Lienor or Lienor's Subcontractors with respect to the Projects.

7. This Affidavit constitutes a representation by Lienor that the Check constitutes full and complete payment for all Work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overheard, home office overhead, interest on capital, profit, general condition costs, retainage, permits, change orders, extra purchase orders, change directives, changed conditions, and all other direct or indirect costs) as of {Insert Progress Payment Date}

arising from, or relating to, Lienor's Work and Lienor's Subcontractor's work on or at the Projects. Lienor hereby specifically waives and releases any rights to, or claims for, damages due to delay, hindrance, interference, acceleration, inefficiencies, weather, extra work, any work not agreed to in writing by Owner, or any other claim of any kind that Lienor may have against Owner or Owner's constituents, successors, or assigns as of {Insert Progress Payment Date} arising out of, or relating to, Lienor's Work or Lienor's Subcontractor's work performed on or at the Projects.

8. To the extent the total amount of the Check exceeds the total amount certified due to Lienor by the engineer of record for the Project through {Insert Progress Payment Date}, Lienor acknowledges and agrees that Owner – in its sole discretion – may deduct such excess from the amounts due or that may become due to Lienor from all other agreements or contracts with Owner with respect to any of the Projects.

9. Finally, Lienor represents and warrants that Lienor has not assigned or transferred any of Lienor's rights or claims arising from, or relating to, its Work, the Projects, the Check, or the Contract to any other person or entity.

10. This Affidavit is made by Lienor with full knowledge of the applicable laws of the State of Florida.

B.R.W. Contracting, Inc

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personal appeared _____, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument, of his/her own free will, and who, after having been sworn, acknowledged before me that he/she had authority to execute this document on behalf of _____ _____, and that the information contained herein is true and correct to the best of his/her knowledge.

_____

(Notarial Seal)

Print Name: _____
NOTARY PUBLIC
Commission No.: _____
State/Commonwealth of _____
My Commission Expires: _____

EXHIBIT F7

FINAL PAYMENT AFFIDAVIT AND WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared {Insert – Name} ("Affiant"), who after being duly sworn, deposes and states that:

1. Affiant is the {Insert - Title} of B.R.W. Contracting, Inc, doing business in the State of Florida ("Lienor").

2. Affiant represents that (a) he/she has authority to execute this Final Payment Affidavit and Waiver and Release of Lien Upon Final Payment (the "Affidavit") for, and on behalf of, Lienor; (b) the facts stated herein are true and correct; and (c) Lienor has executed this Affidavit to induce the Mirada II Community Development District ("District") and CR Pasco Development Company, LLC (the "Developer") (District and Developer may collectively be referred to hereinafter as the "Owner") into causing or facilitating the final payment described below. Lienor – through its Affiant – therefore acknowledges and agrees that Owner is relying on Lienor's representations and warranties made herein.

3. Lienor previously entered into an agreement (the "Contract") pursuant to which Lienor agreed to furnish labor, services, and materials (collectively, the "Work") for Owner in connection with the improvement of a project located throughout Pasco County, Florida entitled or otherwise described as (collectively, the "Project"):

Mirada Parcel 15A Site Development

4. Lienor, in consideration of a final payment in the amount of {Insert Amount Written Out} and No/100 Dollars ($ {Insert Amount in Number Format}) (the "Check") from Owner, hereby conditionally waives and releases all of its liens and rights to claim liens for Lienor's Work on or at the Project and any other projects, properties, or improvements within any district of, or for the benefit of, Owner (collectively, the "Projects"). To be clear, the only condition to Lienor's waiver and release of its liens and rights to claim liens for Lienor's Work on or at the Projects is the clearance of the Check. Stated differently, upon clearance of the Check, Lienor immediately, unconditionally, and forever waives and releases all of its liens and rights to claim liens for Lienor's Work on or at the Projects.

5. Lienor represents that it has already paid, or will use the monies it receives through the Check to promptly pay, in full all of Lienor's laborers, subcontractors, sub-subcontractors, materialmen, suppliers, and any other lienors (collectively, "Lienor's Subcontractors") for all work, materials, equipment, and services provided for or to the Projects. Lienor also hereby agrees to defend, indemnify, and hold Owner and Owner's constituents, successors, and assigns harmless of, from, and against any and all claims, demands, causes of action, alleged debts, and liens asserted or recorded by Lienor's Subcontractors arising from, or related to, work, materials, equipment, and services provided for or to the Projects by Lienor's Subcontractors.

6. Lienor further waives and releases any and all claims of any type or description whatsoever, whether known or unknown, against Owner or Owner's constituents, successors, or assigns arising from, or relating to, any Work furnished on, or used in connection with, the Projects. Moreover, Lienor hereby represents that there are no claims, notices, or suits for payment, losses, or damages of any kind, nature, or description whatsoever, which arise from, or relate to, Lienor's Work on or at the Projects. Any claims or liens previously filed, or otherwise asserted, by Lienor or Lienor's Subcontractors arising from, or relating to, this Affidavit or the Projects shall immediately be dismissed or marked cancelled and satisfied as of record by Lienor at Lienor's sole expense. Lienor further agrees that following the clearance of the Check, Lienor shall execute any other documents and take any additional action that may be necessary to effectuate the transactions contemplated by this Affidavit, including, without limitation, transferring any liens recorded by Lienor's Subcontractors with respect to the Projects to bonds at Lienor's sole expense or executing, recording, or causing the satisfactions of any liens recorded by Lienor or Lienor's Subcontractors with respect to the Projects.

7. This Affidavit constitutes a representation by Lienor that the Check constitutes full, final, and complete payment for all Work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, field office overheard, home office overhead, interest on capital, profit, general condition costs, retainage, permits, change orders, extra purchase orders, change directives, changed conditions, and all other direct or indirect costs) arising from, or relating to, Lienor's Work and Lienor's Subcontractor's work on or at the Projects. Lienor hereby specifically waives and releases any rights to, or claims for, damages due to delay, hindrance, interference, acceleration, inefficiencies, weather, extra work, any work not agreed to in

FINAL PAYMENT AFFIDAVIT AND
WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

writing by Owner, or any other claim of any kind that Lienor may have against Owner or Owner's constituents, successors, or assigns arising out of, or relating to, Lienor's Work or Lienor's Subcontractor's work performed on or at the Projects.

8. Finally, Lienor represents and warrants that Lienor has not assigned or transferred any of Lienor's rights or claims arising from, or relating to, its Work, the Projects, the Check, or the Contract to any other person or entity.

9. This Affidavit is made by Lienor with full knowledge of the applicable laws of the State of Florida.

B.R.W. Contracting, Inc

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personal appeared _____, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument, of his/her own free will, and who, after having been sworn, acknowledged before me that he/she had authority to execute this document on behalf of _____ _____, and that the information contained herein is true and correct to the best of his/her knowledge.

_____

(Notarial Seal)

Print Name: _____
NOTARY PUBLIC
Commission No.: _____
State/Commonwealth of _____
My Commission Expires: _____

EXHIBIT F8

PROGRESS PAYMENT AFFIDAVIT AND WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared {Insert – Name} ("Affiant"), who after being duly sworn, deposes and states that:

1. Affiant is the {Insert - Title} of {Insert – Full Legal Subcontractor Entity Name}, doing business in the State of Florida (the "Lienor").

2. Affiant represents that (a) he/she has authority to execute this Progress Payment Affidavit and Waiver and Release of Lien Upon Progress Payment for, and on behalf of, Lienor; and (b) the facts stated herein are true and correct.

3. The undersigned Lienor, in consideration of the sum of $ {Insert Payment Total}, hereby conditionally waives and releases its lien and right to claim lien for labor, services, or materials furnished through {Insert Progress Payment Date} to B.R.W. Contracting, Inc on the job of Mirada II Community Development District and CR Pasco Development Company, LLC to the following property located in Pasco County, Florida entitled or otherwise described as:

Mirada Parcel 15A Site Development

4. To be clear, the only condition to Lienor's waiver and release of its liens and rights to claim liens for Lienor's Work on or at the Project through {Insert Progress Payment Date} is the clearance of the Check. Stated differently, upon clearance of the Check, Lienor immediately and unconditionally waives and releases all of its liens and rights to claim liens for Lienor's Work on or at the Project through {Insert Progress Payment Date}.

5. This waiver and release does not cover any retention or labor, services, or materials furnished after the date specified.

{Insert – Full Legal Subcontractor Entity Name}

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personal appeared _____, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument, of his/her own free will, and who, after having been sworn, acknowledged before me that he/she had authority to execute this document on behalf of _____ _____, and that the information contained herein is true and correct to the best of his/her knowledge.

_____

(Notarial Seal)

Print Name: _____
NOTARY PUBLIC
Commission No.: _____
State/Commonwealth of _____
My Commission Expires: _____

EXHIBIT F9

FINAL PAYMENT AFFIDAVIT AND WAIVER AND RELEASE OF LIEN UPON FINAL PAYMENT

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared {Insert – Name} ("Affiant"), who after being duly sworn, deposes and states that:

1. Affiant is the {Insert - Title} of {Insert – Full Legal Subcontractor Entity Name}, doing business in the State of Florida (the "Lienor").

2. Affiant represents that (a) he/she has authority to execute this Final Payment Affidavit and Waiver and Release of Lien Upon Final Payment for, and on behalf of, Lienor; and (b) the facts stated herein are true and correct.

3. The undersigned Lienor, in consideration of the final payment in the amount of $ {Insert Payment Total}, hereby waives and releases its lien and right to claim lien for labor, services, or materials furnished to B.R.W. Contracting, Inc on the job of Mirada II Community Development District and CR Pasco Development Company, LLC to the following property located in Pasco County, Florida entitled or otherwise described as:

Mirada Parcel 15A Site Development

{Insert – Full Legal Subcontractor Entity Name}

By: _____
Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personal appeared _____, who is personally known to me or who has produced _____ as identification, and who executed the foregoing instrument, of his/her own free will, and who, after having been sworn, acknowledged before me that he/she had authority to execute this document on behalf of _____ _____, and that the information contained herein is true and correct to the best of his/her knowledge.

_____

(Notarial Seal)

Print Name: _____
NOTARY PUBLIC
Commission No.: _____
State/Commonwealth of _____
My Commission Expires: _____

EXHIBIT F10

Mirada II Community Development District

c/o Breeze
1450 International Parkway, Suite 2000
Lake Mary, FL 32746

April 6, 2022

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

B.R.W. Contracting, Inc
2522 Hunt Road
Land O' Lakes, FL 34638

RE: REQUEST FOR (A) LIST OF SUBCONTRACTORS AND SUPPLIERS; (B) CONTRACTS; (C) SWORN STATEMENT OF ACCOUNT; AND (D) PAYMENT AFFIDAVIT

WARNING: YOUR FAILURE TO FURNISH THE REQUESTED STATEMENT, SIGNED UNDER OATH, WITHIN 30 DAYS OR THE FURNISHING OF A FALSE STATEMENT WILL RESULT IN THE LOSS OF YOUR LIEN.

TO: **B.R.W. Contracting, Inc**

Pursuant to *Florida Statutes* § 713.165, the **Mirada II Community Development District** ("Owner") hereby requests a list of all subcontractors and suppliers who have any contracts with **B.R.W. Contracting, Inc**. ("Contractor") to furnish any material or perform any work or service for Contractor concerning the construction and improvements of the project described in the enclosed agreement by and between Owner and Contractor (the "Project"). Contractor is required to furnish the requested information within ten (10) days of receipt of this request. The failure to do so will subject Contractor to the penalties described in *Florida Statutes* § 713.165.

Owner also hereby demands (a) copies of any contracts by and between Contractor, on the one hand, and any subcontractors and suppliers who have furnished or will furnish any material or performed or will perform any work or service for Contractor concerning the Project, on the other hand; and (b) a written statement under oath of Contractor's account showing: (1) the nature of the labor or services performed and to be performed; (2) the materials furnished and the materials to be furnished, if known; (3) the amount paid on account to date, including the dates and amounts of payments previously made; and (4) the amount due, and the amount to become due, if known, as of the date of the statement for the improvement of the Project. Contractor is required to furnish the requested documents in accordance with *Florida Statutes* § 713.16. Owner shall remit the reasonable cost of reproduction of the requested contracts. To the extent reproduction costs exceed $100.00, however, Owner asks that Contractor please contact Owner beforehand.

Finally, and pursuant to *Florida Statutes* § 713.06, Owner hereby requests that Contractor provide a payment affidavit for the Project (a) stating that all lienors under its direct contract who have timely served a notice to owner on Owner and Contractor have been paid in full; or (b) showing the name of each such lienor who has not been paid in full and the amount due or to become due each for labor, services, or materials furnished.

Thank you for your anticipated cooperation.

By: **Michael Lawson**
Chairperson
Mirada II Community Development District

EXHIBIT G

SPECIAL CONDITIONS

1. CONTRACTOR SHALL COMPLETE ALL WORK IN ACCORDANCE WITH THE APPROVED CONSTRUCTION PLANS AND SPECIFICATIONS PER THIS CONTRACT FOR THE CONTRACT SUM. IT IS UNDERSTOOD THAT CONTRACTOR HAS REVIEWED THE DRAWINGS, DUE DILIGENCE MATERIALS, AND HAS VISITED THE SITE – IT IS AGREED THAT NO CHANGE ORDERS WILL BE APPROVED.
2. ANY AND ALL DISTURBED AREAS TO BE GRADED, COMPACTED, AND EITHER SODDED OR SEEDED & MULCHED WHEN WORK IN THAT AREA IS COMPLETE.
3. POND BANKS SHALL BE SODDED FROM THE ADJACENT PROPERTY LINE DOWN TO ADJUSTED WATER'S EDGE, AND AROUND ALL DRAINAGE STRUCTURES.
4. SOD AND SEED & MULCH TO HAVE 80% SURVIVAL BEFORE FINAL RETAINAGE IS RELEASED.
5. CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING ALL TESTING AND INSPECTIONS WITH PASCO COUNTY, THE EOR, AND GEOTECHNICAL CONSULTANT.
6. CONTRACTOR TO PROVIDE FORMAL CONSTRUCTION SCHEDULE WITHIN 10 DAYS OF CONTRACT EXECUTION. TIMELINE TO SUBSTANTIAL COMPLETION IS 210 CALENDAR DAYS.
7. CONTRACTOR SHALL ATTEND WEEKLY SITE MEETINGS AND PROVIDE UPDATED SCHEDULES MONTHLY TO REFLECT THE CURRENT PROJECT SCHEDULE.
8. CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING ALL OWNER CONDUIT CROSSINGS AND POWER CROSSINGS (BASED ON ELECTRIC PROVIDER LAYOUT) PRIOR TO CURB.
9. CONTRACTOR RESPONSIBLE FOR FORMING AND POURING CONCRETE PAD FOR LIFT STATION 3 PHASE TRANSFORMER
10. CONTRACTOR RESPONSIBLE FOR LIFT STATION BOUNDARY SURVEY
11. IT IS AGREED UPON AND UNDERSTOOD THAT PAY APPS WILL BE ACCOMPANIED BY PROGRESS AS-BUILTS
12. CONTRACTOR WILL BE RESPONSIBLE TO REMOVE ANY SILT FENCE/EROSION CONTROL AT COMMON AREAS AFTER STABILIZED.

13. IN ORDER TO GENERATE ADDITIONAL ACCEPTABLE STRUCTURAL FILL SOIL (FINES ≤35% AND PLASTICITY INDEX LESS THAN 10), THE SITE CONTRACTOR CAN BLEND EXISTING UNSUITABLE SANDY CLAY (CL) SOILS (≥ 50% FINES) AND HIGH FINES CONTENT CLAYEY SAND (SC) SOILS (≥35% FINES) WITH EXISTING SUITABLE SAND SOILS (SP/SP-SC/SP-SM) (5% - 12% FINES). GENERALLY, THE BLEND MIX SHOULD BE 3 PARTS SAND TO 1 PART CLAY. THE BLENDED SOILS MUST BE HANDLED PROPERLY WHICH INCLUDES PLACING IN LIFTS NOT GREATER THAN 6 INCHES WITH A MOISTURE CONTENT RANGING FROM -3 TO +1 OF THE SOILS OPTIMUM MOISTURE CONTENT. SPECIALTY EQUIPMENT TYPICALLY ASSOCIATED WITH CLAYEY SOILS SUCH AS A SHEEP'S FOOT ROLLER SHOULD BE CONSIDERED TO ACHIEVE PROPER COMPACTION.

14. ALL STREETS AND INTERSECTIONS ADJACENT TO THE PROJECT AREA ARE TO BE 'SWEPT' DAILY WITH A STREET SWEEPER DURING CONSTRUCTION.

15. CONTRACTOR TO SUPPLY WATER TRUCK TO LIMIT WIND EROSION/AIRBORNE SILT.

16. AS-BUILT DATA TO BE PROVIDED BY A LICENSED SURVEYOR. DATA COLLECTED IS BE SIGNED AND SEALED AND PER AGENCY/MUNICIPALITY RECORD DRAWING REQUIREMENTS AND/OR AS DIRECTED BY THE ENGINEER OF RECORD (EOR). BASIS FOR THE AS-BUILTS IS TO BE THE APPROVED CAD DRAWINGS AS PROVIDED BY THE EOR UNLESS OTHERWISE DIRECTED BY THE EOR.

17. GEOTECHNICAL REPORTS AND DATA TO BE PROVIDED BY A LICENSED GEOTECHNICAL CONSULTING/ENGINEERING FIRM. DATA COLLECTED IS TO BE PER AGENCY AND MUNICIPALITY RECORD DATA REQUIREMENTS AND/OR AS DIRECTED BY THE ENGINEER OF RECORD (EOR).

18. ANY/ALL INSPECTION FEES BEYOND A SECOND INSPECTION ARE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR. OWNER COST COVERS THE INITIAL INSPECTION AND REINSPECTION. THIS IS FOR ALL INSPECTIONS REQUIRED FOR CERTIFICATE OF COMPLETION.

EXHIBIT 4

RESOLUTION 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MIRADA COMMUNITY DEVELOPMENT DISTRICT CALLING FOR A GENERAL ELECTION TO BE HELD BY THE PASCO COUNTY SUPERVISOR OF ELECTIONS IN CONJUNCTION WITH THE GENERAL ELECTION TO BE HELD IN NOVEMBER, 2022.

WHEREAS, the Mirada Community Development District ("**District**") is a local unit of special-purpose government established by Pasco County, Florida (the "**County**");

WHEREAS, pursuant to Section 190.006(1), Florida Statutes the District Board of Supervisors consists of five members; and

WHEREAS, Section 190.006(3), Florida Statutes provides for the election of members to specific terms and seat numbers for the District Board of Supervisors and currently calls for the election of **two (2)** members of the Board of Supervisors of the District for seat numbers and length of terms thereof:

Seat No. 4, Currently held by Christie Ray	Length of term: Four-years
Seat No. 5, Currently Vacant	Length of term: Four-years

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

Section 1. General Election. There is hereby called an election in the County to be held concurrent with the General Election on the first Tuesday of November, which is November 8, 2022, for the purpose of having all of the qualified electors residing within the boundaries of the District to determine **two (2) qualified electors** to serve on the Board of Supervisors of the District.

Section 2. Qualifying Period. The period of qualifying as a candidate for a supervisor to the district shall be from noon June 13, 2022 through noon June 17, 2022, pursuant to Section 99.061, Florida Statutes. This Resolution shall serve as the District's notice of the qualifying period, pursuant to Section 190.006(3), Florida Statutes. Interested candidates should contact the Supervisor of Election for the County for further information.

Section 3. Conduction and Procedure of Election.

- **a.** The election shall be conducted according to the requirements of general law and law governing special district elections.
- **b.** The election shall be held at the precinct polling places designated by the Supervisor of Elections in the County.
- **c.** The polls shall be opened and closed as provided by law, including, but not limited to Section 100.011, Florida Statutes.

d. The ballot shall contain the names of the candidates to be voted upon, pursuant to Section 101.151, Florida Statutes.

e. The Department of State shall make out a notice stating what offices are to be filled at the general election, pursuant to Section 100.021 Florida Statutes.

Section 4. **Election Costs**. The District shall be responsible for paying the District's proportionate share of the regular election costs, if any, pursuant to Section 100.011, Florida Statutes.

Section 5. **Effective Date and Transmittal**. This Resolution shall become effective upon its passage and the District's Secretary is authorized to transmit a copy of this Resolution to the Supervisor of Elections of the County.

This Resolution is duly passed and adopted this 3RD DAY OF MAY, 2022.

ATTEST:	**MIRADA COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Name:_____	Michael Lawson
Secretary/Assistant Secretary	Chair of the Board of Supervisors

EXHIBIT 5

DocuSign Envelope ID: 7DEC9B3B-B0A8-4898-8D6A-503FE8399B47

Service Agreement Amendment

Service Agreement
Between Innovative Employer Solutions Inc
and Mirada Community Development District
Dated April 1st, 2019

The Service Agreement dated April 1st, 2019, by and between Innovative Employer Solutions, Inc., a Florida corporation, (Innovative) and Mirada Community Development District (Client) is hereby amended effective April 8th, 2022.

Assignment

Client agrees to accept the assignment of the above referenced service agreement to Engage HRO.

AGREED TO:

INNOVATIVE EMPLOYER SOLUTIONS, INC.

By: DocuSigned by: Richard Kiracofe 2C8FEE5893E74AF... 4/19/2022
(Date)

635 93rd Ave North
Saint Petersburg, FL 33702

CLIENT

By: DocuSigned by: Patricia Comings-Thibault 36AA13D883C14F2... 4/19/2022
(Date)

15310 Amberly Drive, Suite 175
Tampa, Florida 33647.