Amelia Walk Community Development District

December 12, 2023



Amelia Walk Community Development District

475 West Town Place, Suite 114 St. Augustine, Florida 32092 www.AmeliaWalkCDD.com

December 5, 2023

Board of Supervisors
Amelia Walk Community Development District
Call In #: 1-877-304-9269 Code 5440582

Dear Board Members:

The Amelia Walk Community Development District Board of Supervisors Meeting is scheduled to be held Tuesday, December 12, 2023, at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034.

Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment Regarding Agenda Items Below
- III. Approval of Minutes of the November 14, 2023 Meeting
- IV. Consideration of Resolution 2024-06, Ratifying, Confirming and Approving the Actions of the Board and Staff Regarding the Closing of the Series 2023 Note
- V. Consideration of Disclosure of Public Financing and Maintenance of Improvements
- VI. Consideration of Phase 1 Roadway Contract
- VII. Consideration of Proposals / Estimates
 - A. Playground Mulch
 - B. Palm Root Drenching
 - C. Pavers for Pool Area
 - D. Pavers for Flagpole Area
 - E. Tree Trimming Around Amenity Center
 - F. Sod in Playground Area
- VIII. Staff Reports
 - A. Landscape Report

- B. District Counsel
- C. District Engineer
- D. District Manager
- E. Amenity / Field Operations Manager Report
- IX. Consideration of Proposal to Clean and Repair Pond 14 Banks
- X. Discussion of Phase IV and V Common Area
- XI. Discussion of Capital Reserve Plan
- XII. Audience Comments (Limited to three minutes)
- XIII. Consideration of Resident Club Policies; Resolution 2024-07
- XIV. Supervisor Requests
- XV. Other Business
- XVI. Financial Reports
 - A. Financial Statements as of November 30, 2023
 - B. Approval of Check Register
- XVII. Next Meeting Scheduled for January 16, 2024 at 6:00 p.m. at the Amelia Walk Amenity Center
- XVIII. Adjournment



MINUTES OF MEETING AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Amelia Walk Community Development District was held Tuesday, November 14, 2023 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida.

Present and constituting a quorum were:

Jeff RobinsonChairmanHenry "Red" JentzVice ChairmanDavid SwanSupervisorLynne MurphySupervisorBrad ThomasSupervisor

Also present were:

Daniel LaughlinDistrict ManagerDan McCranieDistrict EngineerLauren GentryDistrict Counsel

Kelly Mullins Amenity & Operations Manager Terry Glynn GMS Landscape Consultant

Rhonda Mossing *by phone*Corey Roberts

MBS Capital Markets
Kilinski | Van Wyk

Peter Dame Akerman

The following is a summary of the discussions and actions taken at the November 14, 2023 meeting.

FIRST ORDER OF BUSINESS Roll Call

Mr. Laughlin called the meeting to order at 2:00 p.m. and called the roll.

SECOND ORDER OF BUSINESS Public Comment

Ms. Gentry stated that the District is considering whether to approve an issuance of bonds to fund Phase 1 roadway improvements. The District was planning to fund those improvements by building up capital reserves over time, however the need for the repairs has come up sooner than planned, so the Board has analyzed all of the funding options available over the last few months, including a number that were not approved, such as a one-time special assessment on each homeowner, increasing the capital reserve assessment, and getting a shorter term loan. The

option before the Board today is a 20-year note/bond and that is what resulted in the lowest payment for each of the households. The numbers have decreased from the numbers circulated in the mailed notice sent to homeowners due to the project costs coming in lower than anticipated. As set forth in the supplemental assessment report included in the agenda package, the new gross number is \$146.76 per unit, per year.

Donna Moskowitz asked if the financing matters could be covered first.

Mr. Laughlin responded yes.

John Lescanec asked why CDD meetings are being held in the middle of the day when the majority of people work.

Mr. Laughlin responded that four meetings out of the year, the first month of each quarter, are held at 6:00 p.m.

Edward Davis asked what the projection was for the road repairs initially and also asked what contingencies are built into the contract.

Mr. Laughlin responded that the roads have met their life expectancy, however the Board was hoping to get another couple of years out of them. Mr. Robinson added that the hope was to stretch it another couple years to collect more capital reserve funds to pay for the repairs in full, however the cost of asphalt went up substantially and that hope for another couple years dissipated with faster deterioration of the road conditions. Mr. Jentz added that there is a contingency in the contract and there is \$82,000 allotted for the pothole repairs where the road is beginning to fail.

Thomas Miller asked if the contract for the road resurfacing is a unit price contract.

Mr. McCranie responded that it is a unit price contract for the majority of the work. If there are overruns such as needing to bring in asphalt for leveling and the underground work, there are unit prices but there are no units yet because those are unknown.

Thomas Miller asked who is going to oversee the work and if there are any specifications for the contract to adhere to.

Mr. McCranie responded that he will be overseeing the work, and the contractor has to meet both FDOT and Nassau County standards.

Thomas Miller asked if there are provisions for traffic control 24 hours per day, a project timeframe, and liquidated damages.

Mr. McCranie responded that there are provisions for traffic control, but no provisions for liquidated damages or contract time requirements. The milling will take three days and the resurfacing will take three days.

Therese Webb asked if there are any capital reserve funds being allocated to reduce the special assessment.

Mr. Laughlin responded no.

Therese Webb asked what happened to the capital reserves.

Mr. Laughlin responded that they are still available to be used for future capital projects.

Therese Webb stated that there seems to have been a lot of wear and tear due to construction traffic and perhaps a drainage issue in Phase 1 and asked if there was any consideration to ask the developers and/or builders to contribute to the road repairs.

Mr. Laughlin responded no. The roads are public roads, and the CDD could not obligate them to do that. The developer did put money into the capital reserve fund during the time they were funding the development.

Therese Webb asked what the plan is for when the Phase 2 through Phase 5 roads need to be resurfaced.

Mr. Robinson responded that all the roads are included in the capital reserve study, however the price of asphalt can change so the amount of money put into the capital reserve may be changed from year to year. The intent is to use capital reserve funds for future road projects.

Dianna Acosta asked if the county contributed to road maintenance with the roads being public.

Mr. Laughlin responded that Nassau County classifies the roads as private, however the CDD cannot restrict traffic. The District is responsible for the roads.

Chad Bowen asked why the new estimate came in so much lower and asked if the contractor will be repairing the base structure and earth below rather than just milling and resurfacing.

Mr. McCranie responded that there is no problem with the subbase in areas where there is no drainage or underground utilities, so the overall subbase is in good condition and has already settled as much as it is expected to for the life of the asphalt. The subbase will be repaired in areas where there have been drainage pipe leaks as they are found. Additionally, he responded

that the estimate is lower than the previous estimate due to going directly to Duval Asphalt rather than them being used as a subcontractor.

Chad Bowen asked how it's known if the subbase is okay if no soil samples were taken.

Mr. McCranie responded due to his experience as the engineer and Duval Asphalt's experience in construction. Mr. Robinson added that question has been discussed at length at a previous board meeting.

Therese Webb asked what the interest rate is on the bonds and if it is fixed or variable.

Ms. Gentry responded that the initial interest rate is 6.35% for the life of the loan, however after five years the District has the ability to refinance that if rates come down.

Rita Duke asked that in the future the Board consider what projects are beneficial to all of the residents, versus what a few may be requesting. She also stated that she has some concerns about developing resident clubs, unlimited usage with no fees, no restrictions on how many people can attend the events and the number of non-residents in attendance. She asked that the decision on resident clubs not be rushed, and that feedback is received from the community on the topic.

Michael Olarte asked when the road costs will be integrated into the reserve study.

Mr. Laughlin responded that there is another version with the roads incorporated.

Susan Hurley asked if there is something on the website, or something that can be created where ideas, comments or concerns can be submitted between meetings that is visible to all residents so the Board can see topics that are of concern of a larger portion of residents.

Mr. Laughlin responded that residents could contact him or the Board at any time and their information is available on the website.

The following items were taken out of order of the agenda.

FIFTH ORDER OF BUSINESS

Financing Matters

A. Public Hearing for the Purpose of Levying Special Assessments

On MOTION by Mr. Robinson seconded by Ms. Murphy with all in favor the public hearing was opened.

C. Consideration of Amendment to the Engineer's Report Supplement No. 1

Mr. McCranie stated that the engineer's report dated August 2023 describes the project and provides an original estimate of \$1,398,000 for the milling and resurfacing repair work. With the new bids obtained, Mr. McCranie submitted an amendment to the report that updated the project costs to an estimated total of \$895,500.

Ms. Gentry asked Mr. McCranie if the cost estimates in the engineer's report as amended are reasonable and proper based on his experience.

Mr. McCranie responded yes.

Ms. Gentry asked Mr. McCranie if he has any reason to believe that the project described in the report could not be carried out by the District.

Mr. McCranie responded no.

B. Consideration of Final Supplemental Assessment Methodology Report

Mr. Laughlin stated that Table 1 provides the sources and uses of funds for the Series 2023 bonds and shows the par amount of the bond issue is \$1,130,000; Table 2 provides the per unit allocation of the par debt, which is \$1,508.68; Table 3 provides the annual assessments per unit, which are \$146.76 gross; and Table 4 provides the preliminary assessment roll showing the allocation to all 749 lots within the District.

Ms. Gentry asked Mr. Laughlin if the lands subject to the assessments receive special benefits from the proposed project.

Mr. Laughlin responded yes.

Ms. Gentry asked Mr. Laughlin if the assessments are reasonably apportioned among the lands that are subject to the assessments.

Mr. Laughlin responded yes.

Ms. Gentry asked Mr. Laughlin if it is reasonable, proper and just to assess the cost of the project against the lands in accordance with the methodology.

Mr. Laughlin responded yes.

Ms. Gentry asked Mr. Laughlin if the special benefits the lands will receive will be equal to or in excess of the assessments thereon when allocated as set forth in the methodology.

Mr. Laughlin responded yes.

Ms. Gentry asked Mr. Laughlin if it is in the best interest of the district for the assessments to be paid and collected in accordance with the methodology and the assessment resolutions.

Mr. Laughlin responded yes.

Mr. Swan asked what the cost of issuance entails.

Mr. Laughlin responded the fees for all services provided by the financing team, such as the fees for GMS to prepare the assessment roll, Mr. McCranie's firm for preparing the engineer's report, counsel's time, bond counsel's time, and the underwriter's services.

The Board then opened the floor for public comments.

Mark Moskowitz asked if the residents have the opportunity to pay their portion of the bond debt in advance rather than paying it annually for 20 years.

Mr. Laughlin responded yes; however, the assessments will not be added to the tax roll until the next year so once that is done, payoffs can be processed.

Mark Moskowitz asked if someone chooses to pay off their portion of the bond debt, but the bond is refinanced after five years due to a reduction in interest rates if the residents who paid off their bond debt in advance would be entitled to a rebate.

Mr. Laughlin responded no.

Ms. Gentry clarified that a resident is only responsible for the debt while they own their home in the District. If the home is sold during the life of the assessment, the next owner would take over responsibility for the assessment during the time that they own the home.

Donna Moskowitz asked what number will appear on the tax bill, the net or gross.

Mr. Laughlin responded the gross amount.

Donna Moskowitz asked if the assessments on the tax bill would be adjusted if the CDD elects to refinance after the five-year period due to lower interest rates.

Mr. Laughlin responded yes.

Frank Collins commented that the roads are going to be financed for 20 years, but the roads are only going to last 15.

Mr. Laughlin stated that it is expected the District will get 20 years out of the roads. The current roads have lasted 17 years even with the construction traffic.

Michael Olarte asked if the interest rate is fixed at the 6.35% rate if the District chooses not to refinance after five years.

Mr. Laughlin responded yes.

Therese Webb asked what the calculation would be if, for example, there was a fifteenyear term for the loan.

Ms. Gentry stated that she did not have the documents in front of her, but when the Board considered a shorter term, there was a higher annual payment for the residents and that is why the 20-year term was selected.

Mr. Jentz added that if an individual wanted to decrease the interest payments, they could pay the debt off earlier.

On MOTION by Mr. Swan seconded by Mr. Jentz with all in favor the public hearing was closed.

On MOTION by Mr. Robinson seconded by Mr. Jentz with all in favor the Engineer's Report Supplement No. 1 was approved.

On MOTION by Mr. Robinson seconded by Mr. Jentz with all in favor the supplemental special assessment methodology report was approved.

D. Consideration of Resolution 2024-03, Authorizing Series 2023 Bonds

1. Seventh Supplemental Indenture

Mr. Dame stated that Resolution 2024-03 authorizes the issuance of the loan, supports the repayment of that loan, authorizes execution of the documents necessary, including the supplemental indenture, authorizes the Board and staff to execute closing documents as necessary to issue the bonds, and approves the term sheet and terms of the bonds.

On MOTION by Mr. Robinson seconded by Mr. Jentz with all in favor Resolution 2024-03, authorizing the Series 2023 Bonds was approved.

E. Consideration of Resolution 2024-04, Equalizing and Levying Special Assessments; Providing for the Payment and Collection of the Special Assessments; Confirming the District's Intention to Issue Special Assessment Note; and Making Provisions for Transfers of Real Property

Ms. Gentry provided an overview of Resolution 2024-04 noting it sets forth all of the terms of the assessments that would secure the payments to repay the note. The resolution makes findings including that it is necessary to the public health, safety and welfare; it is in the best interests of the District that the District provides the 2023 project and it is in the District's best interest to issue the 2023 note to provide the funds necessary for the project; the assessments are fairly and reasonably allocated and that the benefit to the homes that are assessed will equal or exceed the amount of assessments levied, among others. The resolution also approves the engineer's report and assessment methodology report discussed earlier.

On MOTION by Mr. Robinson seconded by Mr. Jentz with all in favor Resolution 2024-04, equalizing and levying special assessments, providing for the payment and collection of the special assessments, confirming the District's intention to issue special assessment note; and making provisions for transfers of real property was approved.

THIRD ORDER OF BUSINESS

Approval of Minutes

A. October 10, 2023 Special Meeting

There were no comments on the minutes.

On MOTION by Mr. Jentz seconded by Mr. Robinson with all in favor the minutes of the October 10, 2023 special meeting were approved as presented.

B. October 24, 2023 Regular Board Meeting

On MOTION by Mr. Swan seconded by Mr. Robinson with all in favor the minutes of the October 24, 2023 meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-02, Designating a Treasurer and Assistant Treasurer

Mr. Laughlin asked that Mr. Richard Hans and Ms. Patti Powers of GMS's office be designated as Treasurer and Assistant Treasurer for purposes of signing bank documents.

On MOTION by Mr. Jentz seconded by Ms. Murphy with all in favor Resolution 2024-02, designating a treasurer and assistant treasurer was approved.

TENTH ORDER OF BUSINESS

Consideration of Proposals / Estimates

A. Storm Drain Cleaning

Mr. McCranie stated that he does not believe cleaning the storm drains is necessary at this time. As part of the Phase 1 project, the contractor will be sending a camera into each pipe to determine if there are any blockages that need to be addressed.

Mr. Thomas stated that in Phase 4B there is a leveling issue, so no water is reaching the storm drain.

Mr. McCranie stated that he would review the area, however that issue would not be related to cleaning of the storm drain. He did however note there is an area of Poplar Breeze that has a cross drain that needs to be cleaned out.

Mr. Robinson stated that the landscape contractor has been asked to address the cattails.

EIGHTH ORDER OF BUSINESS Discussion of Phase IV and V Common Areas

Ms. Murphy stated that there is a list of issues in Phases IV and V that Lennar is addressing. There are also a number of areas that the District will work to enhance and those areas will be prioritized. Those areas include the Apple Canyon cul-de-sac, the corner of Stonehurst and Fall River, the Stonehurst cul-de-sac, the corner of Fall River and River Birch, both sides of Northfield and Poplar Breeze, and Greylock Court.

Mr. Robinson stated that Aquagenix has looked at Pond 14 and will provide proposals to address the issues reported on that pond.

SIXTH ORDER OF BUSINESS

Consideration of Responses to RFP for Landscape and Irrigation Maintenance Services

- A. BrightView
- B. JCH & Co
- C. Koehn Outdoor
- **D.** The Greenery
- E. Victory Lawn & Landscape

Mr. Robinson informed the Board that since the last meeting, two more proposals have come in; one from Fresh Cut Lawn Care and another from Nader's Pest Raiders for pest control. BrightView is the current contractor and their performance between when they began in July

through about the first half of September was unacceptable, so a deficiency notice was sent and multiple meetings between staff, the Chair and BrightView have been held. A request for proposals was then issued in which the scope was broken down into zones including lawn care, irrigation and fertilization/pest control so the Board could choose to either have multiple contractors for different services, or one to provide all services. Since the RFP was issued BrightView has changed their entire management team for Amelia Walk and their performance has since improved. The options are to remain with BrightView whose contract is priced at \$715,731 for a four-year period, consider another contractor such as Koehn Outdoor who will perform all services for a four-year total of \$766,338, or choose different contractors for each service. Choosing different contractors for each service is estimated to save around \$140,000 over a four-year period.

Mr. Glynn and Ms. Mullins both agreed improvements have been seen from BrightView. Mr. Glynn expressed concern with the hybrid approach to selecting vendors for each service and the vendors not feeling like the contract is worth the value.

A representative from Koehn Outdoor was present and gave an overview of their company and the service they would provide.

Following a discussion on the options, the Board made the following motion to retain BrightView as the landscape and irrigation contractor.

On MOTION by Mr. Jentz seconded by Mr. Robinson with all in favor retaining BrightView as the landscape contractor was approved.

NINTH ORDER OF BUSINESS

Consideration of Resident Club Policies; Resolution 2024-06

Ms. Gentry stated that the purpose of the resident club policies is to document how the process has been functioning, which is that residents can form clubs and bring the amount of guests they are permitted to bring under the standard amenity policies, and they can reserve space at no cost as long they're using the space for recreational purposes. The policies also request contact information for the resident and have the resident sign to recognize that they are responsible for complying with all laws.

Consideration of the policies was tabled to allow for further discussion by the Board.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Amending the Fiscal Year 2023 Budget

Mr. Laughlin informed the Board that the purpose of Resolution 2024-05 is to reflect money moved between budget line items to adjust any lines that are over or under.

On MOTION by Mr. Robinson seconded by Mr. Jentz with all in favor Resolution 2024-05, amending the Fiscal Year 2023 Budget was approved.

FIFTEENTH ORDER OF BUSINESS Financial Reports

- A. Financial Statements as of October 31, 2023
- B. Approval of Check Register

Copies of the financial statements were included in the agenda package for the Board's review, as well as a copy of the check register totaling \$127,031.42.

On MOTION by Mr. Robinson seconded by Mr. Swan with all in favor the check register was approved.

Ms. Gentry stated that the Board previously discussed withholding amounts from BrightView's August and September payments and staff has received an offer from BrightView if those payments are made.

Mr. Glynn confirmed that BrightView offered \$7,000 of landscape enhancement work if the payments are released and if the Board chose to retain BrightView as the landscape and irrigation contractor for the next 30 or 60 days.

Mr. Robinson noted that the offer is larger than the amount of deficiencies so it may be worth taking the offer. He also asked that the offer be provided in writing. Ms. Gentry will draft an addendum documenting that an enhancement credit is being provided and the payments will then be released.

On MOTION by Mr. Swan seconded by Mr. Thomas with all in favor releasing payment in full to BrightView subject to an addendum being executed to document honoring a \$7,000 enhancement credit was approved.

TENTH ORDER OF BUSINESS

Consideration of Proposals (Continued)

- B. Playground Mulch
- C. Palm Root Drenching
- D. Pavers for Pool Area
- E. Pavers for Flagpole Area

The proposals above were tabled to the next meeting.

ELEVENTH ORDER OF BUSINESS Staff Reports

- A. Landscape
- **B.** District Counsel
- C. District Engineer
- D. District Manager
- E. Amenity / Field Operations Manager Report

The staff reports were tabled to the next meeting.

TWELFTH ORDER OF BUSINESS Audience Comments

Chad Bowen asked when a discussion on the utility easement will take place.

Mr. Robinson provided a brief update stating that the request to change the zoning from rural open to single family was granted at a recent county planning and zoning meeting and there are 267 planned lots in the community. For the easement, over a thousand feet of haul road would need to be torn up to run the water and sewer lines. Around 40 homes backing up to the haul road would be affected. The negotiations for the easement are ongoing.

Rita Duke commented that even if there is a financial benefit to providing the easement, there is still a concern of long-term quality of life for residents to consider, not just during the construction.

Ken Pierce asked if the adjacent developer would be able to take the haul road once construction is complete and if they would start working on the other side of the road.

Mr. Robinson responded no and added that they would not use the haul road for construction equipment, they would use land that they've cleared off of Hendrix Road. Privacy fences and trees have been discussed and those options could be negotiated.

Chad Bowen asked if there has been a discussion regarding money or benefit to the CDD.

Mr. Robinson responded no.

Edward Davis asked that as landscape projects are being prioritized throughout the neighborhood that the dead spots throughout the neighborhood be considered, mainly Cherry

Creek going back to the cul-de-sac. He also asked if the lights on the clubhouse and the tower can be a solid color outside of holiday times.

Daniel Coelho asked about the purpose of the streets and sidewalks being marked in various colors.

Mr. Laughlin stated that the areas marked are related to repairs to be made by the developer before they close out the neighborhood.

Therese Webb stated that it might have been helpful to have a preliminary public hearing to get feedback from the neighbors on the assessment prior to it being mostly set in stone. She also asked when construction on the road will begin.

Mr. Robinson stated that as soon as the funds are received and the contracts are signed the work can be scheduled, but he recommends not starting the work until after the holidays.

Rita Duke stated that Cherry Creek has been ignored and needs new sod. She also commented that Pampas grass has grown up close to the sidewalk and is like razor blades if it brushes skin so she asked if it can be replaced in the future. Lastly, she reported broken sidewalks on Cherry Creek.

A resident asked how the CDD fee can be paid off.

Mr. Laughlin responded that he could assist with pay offs.

Don DeCanio asked if the depressions on Majestic Walk can be mitigated until the construction begins.

Mr. Laughlin stated that staff can look into them.

Don DeCanio also asked when the trees will be trimmed to 16-feet.

Ms. Mullins responded that the trees have been trimmed and while they may not all be to 16-feet, they were trimmed enough to clear RVs.

Don DeCanio asked what the status is on the builder release for Phase IV and the result of the investigation.

Ms. Gentry responded that walk throughs have been done on Phases IV and V and the builders are gone, so there is no recourse.

Mr. Laughlin added that the contracts are between the developer and the builder, so they are private contracts.

Ms. Gentry stated that the District is looking into remediation for Phase IV and staff can advise further at the next meeting.

THIRTEENTH ORDER OF BUSINESS There being none, the next item followe	Supervisor Requests ed.
FOURTEENTH ORDER OF BUSINESS	Other Business
There being none, the next item followe	d.
SIXTEENTH ORDER OF BUSINESS	Next Scheduled Meeting – December 12, 2023 at 2:00 p.m. at the Amelia Walk Amenity Center
SEVENTEENTH ORDER OF BUSINESS	Adjournment
On MOTION by Mr. Jentz second the meeting was adjourned.	nded by Mr. Swan with all in favor
· · · · · · · · · · · · · · · · · · ·	nded by Mr. Swan with all in favor



RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS **OF** THE **AMELIA** WALK **COMMUNITY DEVELOPMENT** DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF CHAIRPERSON, VICE CHAIRPERSON. SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$1,130,000 AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT NOTE, SERIES 2023; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Amelia Walk Community Development District (the "**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in Nassau County, Florida; and

WHEREAS, the District previously adopted Resolution Nos. 2006-14, 2018-06, and 2024-03 on January 3, 2006, January 16, 2018, and November 14, 2024, respectively (collectively, the "Bond Resolution"), authorizing the issuance of its Amelia Walk Community Development District \$1,130,000 Special Assessment Note, Series 2023 (the "Series 2023 Note"), for the purpose of financing all or a portion of improvements necessary for milling and resurfacing of the Phase 1 roadways and related work (the "Series 2023 Project"), as described in the Engineer's Report Supplement No. 1 for Phase 1 Milling and Resurfacing, dated August 15, 2023, as amended by the Amendment to the Amelia Walk Community Development District Engineer's Report Supplement No. 1 for Phase 1 Milling and Resurfacing, dated October 24, 2023 (together, the "Engineer's Report"); and

WHEREAS, the District closed on the issuance of the Series 2023 Note on November 16, 2023; and

WHEREAS, as prerequisites to the issuance of the Series 2023 Note, the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District staff including the District Manager, District Assessment Consultant, District Counsel and Bond Counsel (the "District Staff") were required to execute and deliver various documents (the "Closing Documents"); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2023 Note.

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

SECTION 1. The issuance of the Series 2023 Note, the adoption of resolutions relating to such note, and all actions taken in the furtherance of the closing on such note, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

SECTION 2. The actions of the Chairperson, Vice Chairperson, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2023 Note, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2023 Note, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

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

PASSED AND ADOPTED this 12th day of December 2023.

ATTEST:	AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT
Secretary	Chairperson, Board of Supervisors



This instrument was prepared by and upon recording should be returned to:

Lauren Gentry, Esq. Kilinski | Van Wyk, PLLC 517 E. College Avenue Tallahassee, Florida 32301 (This space reserved for Clerk)

DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors¹ Amelia Walk Community Development District

Jeffrey Robinson Chairman **Bradley Thomas**Assistant Secretary

Henry "Red" Jentz, II
Vice Chairman

Lynn Murphy Assistant Secretary

David SwanAssistant Secretary

District Manager
c/o Governmental Management Services, LLC
475 West Town Place
Suite 114
St. Augustine, FL 32092
Tel: (904) 940-5850
("District Manager's Office")

District records are on file at the District Manager's Office and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of December 12, 2023. For a current list of Board Members, please contact the District Manager's Office.

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DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

On behalf of the Amelia Walk Community Development District ("District"), the following information is provided to give you a description of the District's services and the assessments that have been levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the "Act"). Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents, as well as filed in the property records of each county in which the District is located.

WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District was established by Ordinance No. 2005-81 of the Board of County Commissioners of Nassau County, Florida, adopted December 12, 2005, effective December 22, 2005. The District boundaries encompass approximately 563 acres within the unincorporated area of Nassau County, Florida. The development plan for the lands within the District includes approximately 749 single-family residential units As a local unit of special-purpose government, the District provides an alternate means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors ("Board" and individually, "Supervisors"), the members of which must be residents of the State of Florida and citizens of the United States. Within ninety (90) days of appointment of the initial Board, members were elected on an at-large basis by the owners of property within the District. Subsequent landowner elections are then held every two years in November. At the landowner elections, and generally stated, each landowner is entitled to cast one vote for each acre of land owned with fractions thereof rounded upward to the nearest whole number, or one vote per platted lot. Commencing six (6) years after the initial appointment of the members of the Board and when the District attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring began to be elected by qualified electors of the District. A "qualified elector" in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered to vote with the Supervisor of Elections for Nassau County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

The District is subject to Florida law governing open meetings and records. Accordingly, Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection at the District Manager's Office during normal business hours.

OVERVIEW OF THE DISTRICT'S PROJECTS, BONDS & DEBT ASSESSMENTS

The District is authorized by the Act to, amongst other things, finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management systems, roadway improvements, on-site and off-site wetland mitigation, landscape/hardscape, parks and recreation facilities, irrigation systems and other infrastructure projects and services necessitated by the development of, and serving lands within, the District. A description of the boundaries of the District is attached hereto as **Exhibit A**.

Pursuant to the Act, the District is authorized to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue bonds, notes and/or other specific financing mechanisms payable from such special assessments. On April 25, 2006, the Circuit Court of the Fourth Judicial Circuit of the State of Florida, in and for Clay, Duval, and Nassau Counties, Florida, entered a Final Judgment validating the District's ability to issue an aggregate principal amount not to exceed \$32,000,000 in Special Assessment Bonds, in one or more series, for infrastructure needs of the District ("First Final Judgment"). The Fourth Judicial Circuit of Florida, in and for Nassau County, Florida, has entered a Certificate of No Appeal certifying that no notice of appeal has been filed or taken by any party or other person from the First Final Judgment.

On September 10. 2018, the Circuit Court of the Fourth Judicial Circuit of the State of Florida, in and for Clay, Duval, and Nassau Counties, Florida, entered a Final Judgment validating the District's ability to issue an additional aggregate principal amount not to exceed \$15,000,000 in Special Assessment Revenue Bonds, in one or more series, for infrastructure needs of the District ("Second Final Judgment"). The Fourth Judicial Circuit of Florida, in and for Nassau County, Florida, has entered a Certificate of No Appeal certifying that no notice of appeal has been filed or taken by any party or other person from the Second Final Judgment.

Capital Improvement Plan / Master Bonds & Assessments

In 2006, the District authorized the construction and/or financing of its master capital improvement plan ("CIP"). The CIP includes, among other things, roadway improvements, potable water/wastewater, reclaimed water, drainage, wetland mitigation, landscaping, monumentation/signage, community recreation improvements, and soft costs. The CIP was originally estimated to cost approximately \$31,034,549, and was described in more detail in the *Amelia Walk Community Development District Engineer's Report (amended)*, dated May 16, 2006 (the "Master Engineer's Report").

The District anticipated financing all or a portion of the CIP by the issuance of one or more series of future special assessment bonds ("Master Bonds"). To secure the repayment of such Master Bonds, the District has levied and imposed one or more non-ad valorem debt service special assessment liens ("Master Assessments") on certain benefitted lands within the District. The Master Assessments are further described in the *Preliminary Special Assessment Methodology Report*, dated February 21, 2006 ("Master Assessment Report"). A notice of the master assessment lien imposed consistent with the Master Assessment Methodology has been recorded in the Official Records of Nassau County. The Master Assessment Report and the reports that supplement it are designed to conform to the requirements of Chapters 170, 190 and 197, *Florida Statutes*, are not intended to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

Allocation of special assessments is a continuous process until the CIP is completed. As a master series of interrelated improvements, the CIP benefits all developable acres within the District. Upon

platting, the assessments are allocated to the assigned properties based on the benefits they receive as set forth herein ("Assigned Properties"). The unassigned properties, defined as property that has not been platted and assigned development rights, will continue to be assessed on a per-acre (equal acreage) basis ("Unassigned Properties"). Eventually the development plan will be completed and the assessments securing each series of bonds will be allocated to the benefitted property within the District. If there are changes to the development plan causing a change in the ultimate number of platted units, a true-up of the assessment(s) will be calculated to determine if a debt reduction or true-up payment is required.

Series 2006 Bonds

The District authorized the construction and/or acquisition of its "Series 2006 Project," as the first phase of its CIP. The District issued \$9,785,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds, Series 2006A and \$10,145,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds, Series 2006B (together, the "Series 2006 Bonds"), for the purpose of financing a portion of the Series 2006 Project. The amortization schedules for the Series 2006 Bonds are available at the District Manager's Office. The Series 2006 Project includes improvements related to roadway improvements, stormwater management facilities, water and sewer facilities, wetland mitigation and offsite improvements related to the completion of the CIP.

The Series 2006 Bonds were secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments ("Series 2006 Assessments") on all lands within District. The Series 2006 Assessments are further described in the *Supplemental Assessment Methodology Report Final Numbers*, dated June 26, 2006 ("First Supplemental Assessment Report").

The Series 2006 Bonds have been refinanced and/or repaid in full, and no Series 2006 Assessments remain outstanding.

Series 2012 Bonds

In 2012, the District authorized the restructuring of the Series 2006A Bonds and Series 2006 Assessments. The District issued its \$1,675,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds, Series 2012A-1 ("Series 2012A-1 Bonds"), \$1,535,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds, Series 2012A-2 ("Series 2012A-2 Bonds"), and \$5,355,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds Series 2012A-3 ("Series 2012A-3 Bonds," and together the "Series 2012 Bonds"), for the purpose of restructuring the Series 2006A Bonds. The amortization schedules for the Series 2012 Bonds are available at the District Manager's Office.

The Series 2012 Bonds were secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments ("Series 2012 Assessments") on all lands within the Series 2012A-1 Assessment Area, Series 2012A-2 Assessment Area, and Series 2012A-3 Assessment Area, as described in documents related to the Series 2012 Bonds. The Series 2012 Assessments are further described in the Second Special Assessment Methodology for the Special Assessment Bonds Series 2012A-1, 2012A-2 and 2012A-3, dated March 20, 2012 ("Second Supplemental Assessment Report"). It is anticipated that the outstanding Series 2012 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager's Office.

The Series 2012A-2 Bonds and Series 2012A-3 Bonds have been repaid and/or refunded in full and are no longer outstanding.

The Series 2012 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

Series 2016 Bonds

In 2016, the District authorized the construction and/or acquisition of its "2016 Project," as the next phase of its CIP. The District issued \$3,875,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds Series 2016 (Assessment Area A-2) (the "Series 2016 Bonds"), for the purpose of financing a portion of the 2016 Project and refunding the then-outstanding 2012A-2 Bonds. The amortization schedules for the Series 2016 Bonds are available at the District Manager's Office. The 2016 Project was originally anticipated to cost \$2,800,980 and was described in Amelia Walk Community Development District Engineer's Report (amended for Phase 2), dated August 18, 2015 ("Second Engineer's Report"). The 2016 Project includes improvements related to the stormwater management system, wetland mitigation, wastewater collection, potable water distribution, roadways, recreation area, entrance features, landscaping, perimeter fencing/buffering, and soft costs for the development of Phase 2.

The Series 2016 Bonds were secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments ("Series 2016 Assessments") on all lands within "Assessment Area A-2." The Series 2016 Assessments are further described in the *Final Numbers – Supplemental Special Assessment Methodology Report for the Special Assessment Bonds Series 2016*, dated January 12, 2016 ("Third Supplemental Assessment Report"). It is anticipated that the Series 2016 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager's Office.

The Series 2016 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

Series 2018 Bonds

In 2018, the District authorized the construction and/or acquisition of its "2018 Project," as the next phase of its CIP. The District issued \$7,135,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds Series 2018A (Assessment Area 3A) and \$8,300,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Bonds Series 2018A (Assessment Area 3B) (together the "Series 2018 Bonds"), for the purpose of refunding a portion of the then-outstanding Series 2012A-3 Bonds, and financing a portion of the 2018A Project. The amortization schedules for the Series 2018 Bonds are available at the District Manager's Office. The 2018A Project was originally anticipated to cost \$3,722,013 for Phase 3, \$4,405,867 for Sub-phase 4a, \$1,661,192 for Sub-phase 4b, and \$5,562,760 for Sub-phase 5, and was described in the Engineer's Report (amended for Phase 3 & Sub-phase 4a), dated January 12, 2018 ("Third Engineer's Report") and the Engineer's

Report (amended for Sub-phase 4b & Phase 5), dated September 25, 2018 ("Fourth Engineer's Report"). The 2018A Project includes improvements related to the stormwater management system, wetland mitigation, wastewater collection system, potable water distribution system, roadways, expansion of the recreation area, entrance features, landscaping, perimeter fencing/buffering, and soft costs required for the development of Phases 3, 4a, 4b, and 5.

The Series 2018 Bonds were secured by non-ad valorem special assessments levied and imposed as part of the Master Assessments ("Series 2018 Assessments") on all lands within Assessment Area 3A and Assessment Area 3B. The Series 2018 Assessments and related assessment areas are further described in the Supplemental Special Assessment Methodology Report for the Special Assessment Bonds Series 2018 (Assessment Area 3A), dated February 20, 2018 ("Fourth Supplemental Assessment Report") and the Supplemental Special Assessment Methodology Report for the Special Assessment Bonds Series 2018A (Assessment Area 3B) – Final Numbers, dated Dedcember 6, 2018 ("Fifth Supplemental Assessment Report"). It is anticipated that the Series 2018 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager's Office.

The Series 2018 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

Series 2023 Bonds

In 2023, the District authorized the construction and/or acquisition of its "Series 2023 Project" in order to fund the milling and resurfacing of its Phase 1 roadways. The District issued \$1,130,000 Amelia Walk Community Development District (Nassau County, Florida) Special Assessment Note, Series 2023 (the "Series 2023 Note"), for the purpose of financing the Series 2023 Project. The amortization schedule for the Series 2023 Note is available at the District Manager's Office. The Series 2023 Project is anticipated to cost \$895,500 and is described in *Engineer's Report Supplement No. 1 for Phase 1 Milling and Resurfacing*, dated August 15, 2023, as amended by the *Amendment to the Amelia Walk Community Development District Engineer's Report Supplement No. 1 for Phase 1 Milling and Resurfacing*, dated October 24, 2023. The Series 2023 Project includes improvements related to milling, resurfacing, concrete work, base repairs, bonding, and professional costs necessary to complete milling, resurfacing, and related repairs to the District's Phase 1 roadways.

The Series 2023 Note is secured by non-ad valorem special assessments (the "Series 2023 Assessments") levied and imposed on all assessable lands within the District. The Series 2023 Assessments are further described in the *Master Special Assessment Methodology Report for Phase 1 Roadway Project*, dated September 19, 2023, as supplemented by the *Final Supplemental Special Assessment Methodology Report for Phase 1 Milling and Resurfacing Improvements (the 2023 Project) Special Assessment Note, Series 2023*, dated November 14, 2023. It is anticipated that the Series 2023 Assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, *Florida Statutes*, for platted lots and directly collected for unplatted property but the assessments may be collected by any other legal means available to the District. Schedules of the annual assessments on benefiting property levied to defray the debt service obligations of the District are summarized provided below and are available for public inspection at the District Manager's Office.

The Series 2023 Assessments described above exclude any operations and maintenance assessments that may be determined and calculated annually by the Board against all benefited lands in the District. A detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

Operation and Maintenance Assessments

In addition to the debt assessment described above, the District also imposes on an annual basis operations and maintenance assessments ("**O&M Assessments**"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against all benefitted lands in the District and may vary from year to year based on the amount of the District's budget. O&M Assessments may also be affected by the total number of units that ultimately are constructed within the District. The allocation of O&M Assessments is set forth in the resolutions imposing the assessments. Please contact the District Manager's Office for more information regarding the allocation of O&M Assessments.

Future Improvements and Assessments

Should the District choose to finance additional improvements in the future, additional debt assessments may be imposed on property within the District. Such additional assessments will be allocated in a manner consistent with the Master Assessment Methodology.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by Chapter 190, *Florida Statutes*. Further information regarding any of the improvements can be obtained from the engineer's reports on file in the District Manager's Office. Further, a detailed description of all costs and allocations that result in the formulation of assessments, fees and charges is available for public inspection at the District Manager's Office.

METHODS OF COLLECTION

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. The provisions governing the collection of special assessments are more fully set forth in the applicable assessment resolutions, which are on file at the District Manager's Office. That said, and generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Nassau County Tax Collector in the same manner as county ad valorem taxes ("Uniform Method"). Each property owner subject to the collection of special assessments by the Uniform Method must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The use of the Uniform Method for any given fiscal year does not mean that the Uniform Method will be used to collect assessments in future years, and the District reserves the right in its sole discretion to select a new or different collection method in any given year, regardless of past practices.

Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. In the event that an assessment payment is not timely made, the whole assessment – including any remaining amounts for the fiscal year as well as any future installments of assessments

securing debt service – shall immediately become due and payable and shall accrue interest as well as penalties, plus all costs of collection and enforcement, and shall either be enforced pursuant to a foreclosure action, or, at the District's discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Please contact the District Manager's Office for further information regarding collection methods.

This description of the District's operations, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of communities. If you have questions or would like additional information about the District, please write to: Amelia Walk Community Development District, c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092, Attn: District Manager, Offices: or call (904) 940-5850.

[Signature on following page]

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Amelia Walk Community Development District has been executed to be effective as of the 12th day of December, 2023, and recorded in the Official Records of Nassau County, Florida.

	AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT	
	By:	
	By:	
Witness	Witness	
Print Name	Print Name	
STATE OF FLORIDA COUNTY OF		
notarization this day of Decem	acknowledged before me [] in person or [] by means of remote ber 2023, by Jeffrey Robinson, as Chairman of the Amelia Wall ho [] is personally known to me or who [] has produced as identification, and did not take the oath.	
	Notary Public, State of Florida Print Name: Commission No.:	
	My Commission Expires:	
Exhibit A : District Boundaries		

EXHIBIT A

District Boundaries

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PORTION OF SECTIONS 13, 24 AND 40, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 24 AND RUN SOUTH 88°-27'-11" WEST ALONG THE SOUTHERLY LINE OF SAID SECTION 24, A DISTANCE OF 2138 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERLY EDGE OF MARSH OF LOFTON CREEK; RUN THENCE IN GENERALLY A NORTHWESTERLY DIRECTION ALONG THE MEANDERING OF SAID NORTHEASTERLY EDGE OF MARSH OF LOFTON CREEK, THE SAME BEING THE SOUTHWESTERLY LINE OF LANDS NOW OR FORMERLY OF RAYLAND, LLC (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 579, PAGE 407), A DISTANCE OF 5,475 FEET, MORE OR LESS, TO A POINT THAT BEARS NORTH 18°-00'-00" EAST, A DISTANCE OF 40 FEET, MORE OR LESS, FROM A 1/2 INCH PIPE FOUND; RUN THENCE NORTH 18°-00'-00" EAST TO AND ALONG THE EASTERLY LINE OF LANDS NOW OR FORMERLY OF NORTH HAMPTON, LLC (ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 901, PAGE 1965), A DISTANCE OF ±1004 FEET, MORE OR LESS, TO A POINT; RUN THENCE NORTH 40°-00'-00" EAST ALONG THE SOUTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1650.02 FEET TO A POINT; RUN THENCE NORTH 15°-00'-12" EAST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 1460.22 FEET TO A POINT; RUN THENCE NORTH 28°-01'-01" WEST ALONG THE NORTHEASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 2470.97 FEET TO A POINT; RUN THENCE NORTH 83°-57'-58" EAST, TO AND ALONG THE NORTHERLY LINE OF AFOREMENTIONED SECTION 13, THE SAME BEING THE SOUTHERLY LINE OF AFOREMENTIONED SECTION 40, A DISTANCE OF 1388.49 FEET TO A POINT; A DISTANCE OF 1,388.49 FEET TO A POINT LYING ON A NONTANGENT CURVE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 500.00 FEET, A CHORD DISTANCE OF 696.15 FEET TO A POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 43°-53'-16" EAST; RUN THENCE NORTH 88°-00'-26" EAST, A DISTANCE OF 511.98 FEET TO A POINT OF CURVATURE; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE (A 150.00 FOOT RIGHT-OF-WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 1200, PAGE 1939, PUBLIC RECORDS OF SAID COUNTY), THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 43°-00'-13" EAST; RUN THENCE SOUTH 02°-00'-00" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 200.00 FEET TO A POINT; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, A CHORD DISTANCE OF 35.35 FEET, TO A POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING NORTH 46°-59'-47" WEST; RUN THENCE SOUTH 88°-00'-26" WEST, A DISTANCE OF 536.63 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE

SOUTHEAST AND HAVING A RADIUS OF 400.00 FEET, A CHORD DISTANCE OF 596.12 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 39°-50'-09" WEST; RUN THENCE SOUTH 08°-20'-09" EAST, A DISTANCE OF 904.85 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 465.00 FEET, A CHORD DISTANCE OF 210.17 FEET TO A POINT, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 21°-23'-48" EAST: RUN THENCE NORTH 55°-32'-33" EAST, A DISTANCE OF 935.76 FEET TO A POINT LYING ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF AMELIA CONCOURSE: RUN THENCE SOUTH 02°-00'-00" EAST, ALONG LAST MENTIONED WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 187.17 FEET TO A POINT OF CURVATURE; RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE ARC OF A CURVE IN LAST MENTIONED WESTERLY LINE, SAID CURVE BEING CONCAVE TO THE EAST AND HAVING A RADIUS OF 1104.93 FEET, A CHORD DISTANCE OF 415.86 FEET TO A POINT ON THE EASTERLY LINE OF AFOREMENTIONED SECTION 13, THE BEARING OF THE AFOREMENTIONED CHORD BEING SOUTH 12°-50'-48" EAST; RUN THENCE SOUTH 01°-14'-16" EAST ALONG LAST MENTIONED SECTION LINE, A DISTANCE OF 3420.44 FEET TO THE NORTHEAST CORNER OF AFOREMENTIONED SECTION 24: RUN THENCE SOUTH 01°-33'-59" EAST ALONG THE EASTERLY LINE OF SAID SECTION 24, A DISTANCE OF 5320.31 FEET TO SOUTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 563 ACRES, MORE OR LESS, AND IS SUBJECT TO ANY EASEMENTS OF RECORD THAT LIE WITHIN.



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

PHASE 1 ROADWAY MILLING AND RESURFACING

This Agreement is by and between the <u>Amelia Walk Community Development District</u> ("Owner") and <u>Duval Asphalt Products, Inc.</u> ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: All labor, materials, equipment, services, and documentation necessary to complete the Project defined herein, and generally consisting of milling and resurfacing of Phase 1 Roadways.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Milling and resurfacing of Phase 1 roadways, including MOT, base repairs, striping, and testing.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained <u>McCranie & Associates, Inc.</u> ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer.**

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. The Work to be performed under this Agreement shall be commenced no later than ten (10) calendar days, including Saturdays, Sundays, and holidays, from the date of the Notice to Proceed.
- 4.02 Contract Times: Dates
 - A. The Work will be substantially complete on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.

4.03 Contract Times: Days

A. The Work will be substantially complete within <a>[number] days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within <a>[number] days after the date when the Contract Times commence to run.

4.04 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1 [event & date/days]
 - 2. Milestone 2 [event & date/days]
 - 3. Milestone 3 [event & date/days]

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. The Owner and Contractor agree that an assessment of actual damages as of the date of this Agreement would be uncertain, and the amount of liquidated damages set forth herein is reasonable. Accordingly, instead of requiring any such proof of actual damages, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - Substantial Completion: Contractor shall pay Owner \$1000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1000 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Milestones: Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 - 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

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

4.06 Special Damages

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

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work other than Unit Price Work, a lump sum of \$726,408.37.
 - All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
 - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as provided on the Contractor's Bid Form attached hereto. Before commencing the work, the Contractor shall additionally provide unit pricing for additional drainage repairs, which shall apply to any change orders relating to drainage repair work.

	Unit Price Work							
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price			
				\$	\$			
				\$	\$			
				\$	\$			
				\$	\$			

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

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

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment).
- D. For all Work, including additions or changes to the Work, payment shall be made in accordance with at-the prices stated in Contractor's Bid, attached hereto as an exhibit. Unit Pricing, as shown in the Contractor's Bid attached hereto, shall only be used in connection with pricing for change orders.
- E. EXCEPT AS OTHERWISE AGREED BY THE PARTIES IN **EXHIBIT C** TO THE CONTRACT, THE LUMP SUM BID PRICE IN SECTION A ABOVE SHALL NOT BE SUBJECT TO ANY ADJUSTMENTS. CONTRACTOR ACKNOWLEDGES AND AGREES THAT CONTRACT PRICE SHALL NOT BE SUBJECT TO FLUCTUATIONS IN MARKET COSTS FOR TOOLS, MATERIALS, SUPPLIES, EQUIPMENT, FUEL OR LABOR. ANY NOTES OR CONDITIONS CONTAINED IN ANY PROPOSAL SUBMITTED BY CONTRACTOR SHALL BE EXCLUDED FROM AND NOT BE PART OF THIS CONTRACT.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
 - A. Owner shall make progress payments on the basis of Contractor's Applications for Payment in a manner consistent with the Local Government Prompt Payment Act, sections 218.70 through 218.80 of the Florida Statutes. on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. Five percent (5%) of the amount of each progress payment shall be withheld as retainage until final completion of the Work, acceptance of the Work by the Owner, satisfaction of all punch list requirements, and submission of all documents required under Paragraph 15.06 of the General Conditions, subject to any offsets to which the Owner is entitled. Procedures for withholding and release

of retainage shall be in accordance with Florida law, including sections 218.735 and 255.078, Florida Statutes.

- Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **[number]** percent of the value of the Work completed (with the balance being retainage).
 - If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **[number]** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to [number] percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less [number] percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

6.04 Consent of Surety

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

6.05 Interest

A. All payments due and not made within the time prescribed by Section 218.735, Florida Statutes, shall bear interest at the statutory interest rate in accordance with Section 218.74, Florida Statutes. All amounts not paid when due will bear interest at the rate of [number] percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

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

- a. Performance bond (together with power of attorney).
- b. Payment bond (together with power of attorney).
- 3. General Conditions as modified therein.
- 4. Supplementary Conditions <u>Relating to Insurance Requirements, Subsurface Conditions,</u> and Hazardous Conditions.
- 5. Specifications as listed in the table of contents of the Project Manual (copy of list attached).
- Plans dated March 24, 2023, prepared by McCranie and Associates, Inc. Drawings (not attached but incorporated by reference) consisting of [number] sheets with each sheet bearing the following general title: [title on Drawings].
- 7. Drawings listed on the attached sheet index.
- 8. Addenda (numbers [number] to [number], inclusive).
- 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (Exhibit A)
 - b. Supplemental unit pricing for drainage repairs (Exhibit B)
 - c. Price Escalation Amendment (Exhibit C)
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

- 8.01 Contractor's Representations
 - A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda, if any.

- 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, <u>including those required by FDOT</u>, Nassau County and other regulatory agencies.
- 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, <u>if any</u>, with respect to the Technical Data in such reports and drawings.
- Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
- 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- 12. Contractor is financially solvent, able to pay its debts as they mature and possesses sufficient working capital (subject to payments by Owner required under this Agreement) to complete the Work required to be performed of it under this Contract.

- 13. Contractor is able to furnish (directly or by subcontract or through vendors) any plant, tools, materials, supplies, equipment and labor necessary to complete the services required of Contractor under this Contract and Contractor has sufficient experience and competence to perform the Work under the Contract.
- 14. Contractor is authorized to do business in the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Work.

8.02 Contractor's Certifications

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

8.03 Standard General Conditions

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

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

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

9.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such

consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

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

9.04 Assignment of Warranties

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

9.05 Construction Defects

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

9.06 Counterparts; Electronic Signatures

A. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

9.07 *Public Records*

- A. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Contract may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is **Daniel Laughlin** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall:
 - 1) keep and maintain public records required by the District to perform the service;
 - 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;
 - 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the

- <u>duration of the contract term and following the contract term if the Contractor does not</u> transfer the records to the Public Records Custodian of the District; and
- 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092, TELEPHONE: (904) 940-5850, OR EMAIL: DLAUGHLIN@GMSNF.COM.

9.08 Public Entity Crimes

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

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

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

9.09 Scrutinized Companies

Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Contractor shall immediately notify Owner.

9.10 *E-Verify*.

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

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

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

[Signatures on following page]

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:	Contractor:
	·
(typed or printed name of organization)	(typed or printed name of organization)
By:	By:
(individual's signature)	(individual's signature)
Date:	Date:
(date signed)	(date signed)
Name:	Name:
(typed or printed)	(typed or printed)
Title:	Title:
(typed or printed)	(typed or printed) (If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
(individual's signature)	(individual's signature)
Title:	Title:
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
Designated Representative:	Designated Representative:
Name:	Name:
(typed or printed)	(typed or printed)
Title:	Title:
(typed or printed)	(typed or printed)
Address:	Address:
Phone:	Phone:
Email:	Email:
(If [Type of Entity] is a corporation, attach evidence of	License No.:
authority to sign. If [Type of Entity] is a public body,	(where applicable)
attach evidence of authority to sign and resolution or other documents authorizing execution of this	
Agreement.)	State:

EXHIBIT A

Bid S	heet						
			Duval Asphalt	t Products, Inc.			
			Quantity	Units		Unit Cost	Amount
		BASE BID					
	1 Mobilization		1	LS	\$	10,233.50	\$ 10,233.5
	2 Erosion Control	(Inlet protection)	1	LS	\$	3,750.00	\$ 3,750.0
	3 MOT		1	LS	\$	7,000.00	\$ 7,000.0
	4 Milling (1" ave	depth)	32500	SY	\$	2.47	\$ 80,275.0
	5 Resurfacing (1"	SP 9.5)	1787.5	TN	\$	157.86	\$ 282,174.7
a	Resurfacing Ad	ditional Tonnage Required	304	TN	\$	157.86	\$ 47,989.4
	6 Base Repairs (a	assumed)(as needed)	1000	SY	\$	16.93	\$ 16,930.0
	7 Striping		1	LS	\$	37,334.00	\$ 37,334.0
	8 Payment / Perfo	ormance Bond	1	LS	\$	3,411.00	\$ 3,411.0
	9 Testing / cores		1	LS	\$	6,448.22	\$ 6,448.2
	10 Stormwater pip	e repairs/replacement	60	LF	\$	-	\$ -
	11 Payment / Perfo	ormance Bond	1	LS	\$	-	\$ -
		ADDITIVE					
	12 Erosion Control	(Inlet protection)	1	LS	\$	2,500.00	\$ 2,500.0
	13 MOT		1	LS	\$	3,500.00	\$ 3,500.0
	14 Milling (1" ave	depth)	16500	SY	\$	2.47	\$ 40,755.0
	15 Resurfacing (1"	SP 9.5)	907.5	TN	\$	157.86	\$ 143,257.9
5a	Resurfacing Ad	ditional Tonnage Required	143.5	TN	\$	157.86	\$ 22,652.9
	16 Base Repairs (a	assumed)(as needed)	300	SY	\$	16.93	\$ 5,079.0
	17 Striping		1	LS	\$	7,150.00	\$ 7,150.0
	18 Payment / Perfo	ormance Bond (additional work)	1	LS	\$	1,665.35	\$ 1,665.3
	19 Testing / cores		1	LS	\$	4,302.25	\$ 4,302.2
					BASE		\$ 495,545.9
					ADDIT	TIVE	\$ 230,862.4
					SUB-T	OTAL	\$ 726,408.3
	Begin Date		12/1/2023		TOTAL	•	\$ 726,408.3
	Substantial Cor	mpletion date	5-6 days for mil	ling and paving			
	End date						
	NTP-Substantia	1		days			
	Substantial to	Complete		days			

EXH	IIBIT B
Unit	Pricing

[to be added]

EXHIBIT C Price Escalation

[to be added]

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

PHASE 1 ROADWAY MILLING AND RESURFACING

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

PHASE 1 ROADWAY MILLING AND RESURFACING

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

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

10. Claim

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

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

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

- approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
- 42. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. Notwithstanding anything to the contrary herein, "Substantial Completion" shall be considered to be on the date which all applicable governmental agencies having jurisdiction over the Work have issued unconditional certificates of completion and have signed off on all final inspections with respect to each portion of the work and the Owner is able to utilize each portion of the Work set forth in the Contract Documents for the intended purpose. Also notwithstanding anything to the contrary contained herein, Contractor shall be responsible for obtaining the final inspections and applicable written approvals from all governmental agencies with jurisdiction with respect to each portion of the Work, and in connection therewith, Owner and Engineer shall comply with all of its obligations required by the issuing authority in order to enable the Contractor to obtain such Certificate.
- 43. Successful Bidder—The Bidder to which the Owner makes an award of contract.
- 44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
- 45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. Technical Data

- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
- b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

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

1.02 Terminology

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

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. Furnish, Install, Perform, Provide

- 1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
- 2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
- 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
- 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Contract Price or Contract Times: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

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

2.02 Copies of Documents

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

2.03 Before Starting Construction

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

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

2.04 Preconstruction Conference; Designation of Authorized Representatives

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

2.05 Acceptance of Schedules

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

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

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

2.06 Electronic Transmittals

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

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

valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

- 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
- 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

- 1. Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 2. Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error,

- ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
- 3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

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

3.04 Requirements of the Contract Documents

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

3.05 Reuse of Documents

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

- other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
- 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. Contractor acknowledges that commencement of this Contract is contingent on securing adequate financing for the Project, and no actions should be taken by the Contractor in reliance on this Contract until a Notice to Proceed is issued. No Work shall be performed before the issuance of a Notice to Proceed. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

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

4.03 Reference Points

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

4.04 Progress Schedule

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

- 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

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

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

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

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

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

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

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

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

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

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

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

5.01 Availability of Lands

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

5.02 Use of Site and Other Areas

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

permitted by Laws and Regulations, indemnify, <u>defend</u> and hold harmless <u>Indemnitees</u> (<u>defined in Paragraph 7.18</u>)Owner and <u>Engineer</u>, and the <u>officers</u>, <u>directors</u>, <u>members</u>, <u>partners</u>, <u>employees</u>, <u>agents</u>, <u>consultants</u> and <u>subcontractors</u> of each and any of them, from and against any such claim, and against all <u>liabilities</u>, <u>suits</u>, <u>liens</u>, <u>demands</u>, <u>costs</u>, losses, <u>interest</u>, <u>expenses</u>, <u>penalties</u>, <u>fines</u>, <u>judgments</u>, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution <u>fees and</u> costs) <u>whether monetary or otherwise</u>, arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's <u>negligent</u>, <u>reckless or intentionally wrongful</u> performance of the Work, or because of other <u>negligent</u>, <u>reckless or intentionally wrongful</u> actions or conduct of the Contractor or those for which Contractor is responsible.

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

5.03 Subsurface and Physical Conditions

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

Technical Data as defined in Paragraph 1.01.A.46.b. Instead, while the Technical Data is believed to be reliable, the Technical Data was prepared for Owner's benefit by third parties and accordingly, Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Contractor warrants it has, by careful examination, satisfied itself as to the nature and location of the Work, the character, quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecuting of the Work. Contractor further warrants that the Contract Price is just and reasonable compensation for all the Work, including all foreseeable and foreseen risks, hazards, and difficulties in connection therewith.

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine

whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. Owner's Statement to Contractor Regarding Site Condition: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. Early Resumption of Work: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. Possible Price and Times Adjustments

- Contractor shall be entitled to an equitable adjustment in Contract Price or Contract
 Times, to the extent that the existence of a differing subsurface or physical condition, or
 any related delay, disruption, or interference, causes an increase or decrease in
 Contractor's cost of, or time required for, performance of the Work; subject, however, to
 the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment: or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.

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

5.05 Underground Facilities

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

- C. Engineer's Review: Engineer will:
 - 1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 - identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 - obtain any pertinent cost or schedule information from Contractor; determine the extent,
 if any, to which a change is required in the Drawings or Specifications to reflect and
 document the consequences of the existence or location of the Underground Facility; and
 - 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

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

- D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. Early Resumption of Work: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. Possible Price and Times Adjustments
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 - If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

- 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
- 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

- A. Reports and Drawings: The Supplementary Conditions identify:
 - 1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any;
 - 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site, if any; and
 - 3. Technical Data contained in such reports and drawings.
- B. <u>No Reliance by Contractor on Technical Data Authorized</u>: Contractor may <u>not</u> rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings. <u>but such reports and drawings are not Contract Documents</u>. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. <u>Instead</u>, while the Technical Data is believed to be reliable, the Technical Data was prepared for the Owner's benefit by third parties and accordingly, the Owner cannot guarantee the quantity, quality, completeness or accuracy of that information. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern. Neither Contractor nor any of its successors, assigns, agents, employees, contractors, subcontractors, materialmen, officers, invitees, and representatives shall store, place, generate, manufacture, refine, handle, or locate on the Site a Constituent of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and

charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year (for the payment bond) and two years (for the performance bond) after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond

signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond. In addition, each bond shall be on an Owner-approved form and the payment bond shall contain the following language: "This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein."

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

6.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Prior to commencing the Work and entering any lands upon which the Work shall be performed, Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies,

documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, and subject to Florida's Public Records Law, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

- Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
- 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent

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

6.03 Contractor's Insurance

- A. Required Insurance: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.

- C. Additional Insureds: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - include coverage for the respective <u>supervisors</u>, <u>professional staff</u>, officers, directors, members, partners, employees, <u>agents</u>, <u>subcontractors</u>, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 - 4. not seek contribution from insurance maintained by the additional insured; and
 - 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

- A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions. As provided in the Supplementary Conditions, an installation floater may be substituted for the builder's risk insurance described herein.
- B. Property Insurance for Facilities of Owner Where Work Will Occur: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. Property Insurance for Substantially Complete Facilities: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an

- endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. Insurance of Other Property; Additional Insurance: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waives all rights against each other and the respective Owner and its officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waives all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - None of the above waivers extends to the rights that any party making such waiver may
 have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or
 otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - Owner waives all rights against Contractor, Subcontractors, and Engineer, and the
 officers, directors, members, partners, employees, agents, consultants and
 subcontractors of each and any of them, for all losses and damages caused by, arising out
 of, or resulting from fire or any of the perils, risks, or causes of loss covered by such
 policies.

- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

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

7.02 Supervision and Superintendence

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

7.03 Labor; Working Hours

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

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

7.04 Services, Materials, and Equipment

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

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

- A. Contractor's Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be

- final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. Contractor's Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

b. will state:

- 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
- 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

- 1) all variations of the proposed substitute item from the item specified; and
- 2) available engineering, sales, maintenance, repair, and replacement services.

- d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already

- deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its

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

7.09 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner Contractor shall pay all charges and fees of utility owners for connections for providing permanent service to the Work, including without limitation installation fees, inspection fees, and temporary services and utilities. Contractor shall additionally provide all signage and MOT required by applicable permits and governmental authorities.

7.10 *Taxes*

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

7.11 Laws and Regulations

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor or those for whom Contractor is responsible performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify, defend, and hold harmless Indemnitees Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, liabilities, suits, liens, demands, costs, losses, interest, expenses, penalties, fines, judgments, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution fees or costs) whether monetary or otherwise arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 Record Documents

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

7.13 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

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

7.14 Hazard Communication Programs

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

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

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

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

1. Shop Drawings

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

2. Samples

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

C. Engineer's Review of Shop Drawings and Samples

- Engineer will provide timely review of Shop Drawings and Samples in accordance with the
 accepted Schedule of Submittals. Engineer's review and approval will be only to
 determine if the items covered by the Submittals will, after installation or incorporation
 in the Work, comply with the requirements of the Contract Documents, and be
 compatible with the design concept of the completed Project as a functioning whole as
 indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
- 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

- 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
- 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

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

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

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

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

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

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

7.18 *Indemnification*

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

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

To the extent required by Florida law to make the provisions of any indemnification, defense or hold harmless provision of this Contract enforceable (and otherwise this sentence does not apply), such indemnification, hold harmless and defense obligation shall be \$2,000,000.00 (or the amount of any applicable insurance coverage, if such amount is greater), the amount of which bears a reasonable commercial relationship to the Contract and was part of the project specifications or bid documents. In the event that any indemnification, defense or hold harmless provision of this Contract is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The Contractor shall ensure that any and all Subcontractors, and Suppliers, include this express paragraph for the benefit of the Indemnitees.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

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

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

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

8.02 Coordination

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

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

8.03 Legal Relationships

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

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

ARTICLE 9—OWNER'S RESPONSIBILITIES

- 9.01 Communications to Contractor
 - A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.
- 9.02 Replacement of Engineer
 - A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.
- 9.03 Furnish Data
 - A. Owner shall promptly furnish the data required of Owner under the Contract Documents.
- 9.04 Pay When Due
 - A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
- 9.05 Lands and Easements; Reports, Tests, and Drawings
 - A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
 - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
 - A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 Change Orders
 - A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
 - A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 Limitations on Owner's Responsibilities

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

9.10 Undisclosed Hazardous Environmental Condition

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

9.11 Evidence of Financial Arrangements

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

9.12 Safety Programs

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

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

10.02 Visits to Site

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

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

10.03 Resident Project Representative

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

10.04 Engineer's Authority

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

10.05 Determinations for Unit Price Work

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

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

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

10.07 Limitations on Engineer's Authority and Responsibilities

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

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

10.08 Compliance with Safety Program

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

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

11.02 Change Orders

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

- involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
- 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - Owner believes that an adjustment in Contract Times or Contract Price is necessary, then
 Owner shall submit any Claim seeking such an adjustment no later than 60 days after
 issuance of the Work Change Directive.

11.04 Field Orders

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner-Authorized Changes in the Work

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

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

11.06 Unauthorized Changes in the Work

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

11.07 Change of Contract Price

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

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

11.08 Change of Contract Times

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

11.09 Change Proposals

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

B. Change Proposal Procedures

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

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

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

11.10 Notification to Surety

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

ARTICLE 12—CLAIMS

12.01 *Claims*

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

D. Mediation

- 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
- 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and

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

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

13.01 *Cost of the Work*

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

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

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

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions, or if none is specified, in a rate book mutually acceptable to both parties. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. Costs Excluded: The term Cost of the Work does not include any of the following items:
 - 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.

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

D. Contractor's Fee

- When the Work as a whole is performed on the basis of cost plus a fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective

 Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. Documentation and Audit: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. All such documentation may be considered public records under Florida Law as set forth in the Contract Documents and shall be maintained in accordance with Florida Law. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

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

13.03 Unit Price Work

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

E. Adjustments in Unit Price

- 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

- 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

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

14.01 Access to Work

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

14.02 Tests, Inspections, and Approvals

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

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

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

14.03 Defective Work

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

14.04 Acceptance of Defective Work

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

payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

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

14.06 Owner May Stop the Work

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

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,

- Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

- At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner. Progress payments are to be made only on installed material, and no payments shall be made on stored material, whether on or off site, unless prior written arrangements are made with Owner.
- Beginning with the second Application for Payment, each Application must include an
 affidavit of Contractor stating that all previous progress payments received by Contractor
 have been applied to discharge Contractor's legitimate obligations associated with prior
 Applications for Payment.
- 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

- Engineer will, within 10 days after receipt of each Application for Payment, including each
 resubmittal, either indicate in writing a recommendation of payment and present the
 Application to Owner, or return the Application to Contractor indicating in writing
 Engineer's reasons for refusing to recommend payment. In the latter case, Contractor
 may make the necessary corrections and resubmit the Application.
- 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

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

E. Reductions in Payment by Owner

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

- f. The Work is defective, requiring correction or replacement;
- g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- h. The Contract Price has been reduced by Change Orders;
- i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
- j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
- I. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor's Warranty of Title

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

15.03 Substantial Completion

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or

corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.
- G. To the extent this paragraph 15.03 is inconsistent in any way with Florida's Local Government Prompt Payment Act, sections 218.70 et seq., Florida Statutes, such Act shall control, and this Contract shall be construed to allow for the maximum amount of time allowable under the Act in order to review any punch lists and make payment.

15.04 Partial Use or Occupancy

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

- 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
- 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
- 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 Final Inspection

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

15.06 Final Payment

A. Application for Payment

- After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
- 2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. Notice of Acceptability: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. Completion of Work: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work. Without intending to limit any other requirements set forth herein for final payment, the Work shall not be deemed complete until the Engineer has certified that, among any other requirements herein, the Contractor has completed all of the Work; there is satisfactory operation of all equipment, by means of acceptance tests; all punch list items has been corrected to the satisfaction of Owner and Engineer; the Contractor has provided all evidence of all releases of all mechanics', materialmen's and like liens; all warranties, equipment operation and maintenance manuals, As-Built Drawings and other required documents have been delivered; all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction have been provided; all rubbish, tools, and surplus materials and equipment from the Project Site have been removed; and a final affidavit and release of claims has been provided.
- E. Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

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

15.08 Correction Period

- A. If within one year two years after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

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

16.02 Owner May Terminate for Cause

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a <u>any</u> material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner will pay to Contractor all amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, as well as the cost of reasonably protecting Work in place, and for Work thereafter completed as specified in such notice, as well as release and payment to Contractor of all retainage held by Owner related to the portion of the Work completed. No payments will be made for any potential costs of settling or paying claims arising out of termination of the Work under subcontracts, equipment leases, orders or other related arrangements. In such case, Contractor shall be paid for (without duplication of any items):
 - completed and acceptable Work executed in accordance with the Contract Documents
 prior to the effective date of termination, including fair and reasonable sums for overhead
 and profit on such Work;
 - expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, <u>consequential damages of any kind</u>, or other economic loss arising out of or resulting from such termination.
 - C. <u>Upon any such termination, Contractor shall:</u>
 - 1. <u>Immediately discontinue Work on the date and to the extent specified in the notice except to the extent necessary to protect Work in place;</u>
 - 2. Place no further orders for materials, services, or facilities, other than as may be necessary or required for completion of such portion of Work under the Contract that is not terminated;
 - 3. Promptly make every reasonable effort to obtain cancellation upon terms reasonably satisfactory to District of all purchase orders and Subcontracts to the extent they relate to the performance of Work terminated or assign to District those orders and Subcontracts and revoke agreements specified in such notice;
 - 4. Reasonably assist District, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by District under the Contract, as may be necessary;
 - 5. Complete performance of any Work which is not terminated; and
 - 6. <u>Deliver to District an affidavit regarding the identity of unpaid potential lienors and</u> the amounts due to each.

16.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the <u>C</u>Ontract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

- A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.
- C. In the event Owner or Contractor is required to enforce this Contract by court proceedings, alternative dispute resolution, appellate proceedings or otherwise, then venue for any such legal action shall be in Nassau County, Florida, and the prevailing party shall be entitled to recover from the other party all fees and costs, including reasonable attorney's fees and costs, paralegal fees, and expert witness fees, incurred in bringing or defending such action and/or enforcing any judgment granted in such action.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to <u>based</u> on calendar days and shall exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, <u>supervisors</u>, <u>staff</u>, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

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

18.09 Successors and Assigns

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

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

18.11 Sovereign Immunity

A. Contractor and Owner agree that nothing in this Contract shall be deemed as a waiver of the Owner's sovereign immunity or the Owner's limits of liability as set forth in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

18.12 No Third-Party Beneficiaries

Except with respect to Contractor's indemnification of the Indemnitees as set forth herein, and except as otherwise specifically provided herein, this Contract is solely for the benefit of Owner and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Contract (specifically including but not limited to any design professionals, subcontractors, or material suppliers directly engaged by Contractor). Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person or corporation other than Owner and Contractor any right, remedy, or claim under or by reason of this Contract or any of the provisions or conditions of this Contract; and all of the provisions, representations, covenants, and conditions contained in this Contract shall inure to the sole benefit of and shall be binding upon Owner and Contractor and their respective representatives, successors, and assigns.

SUPPLEMENTARY CONDITIONS PHASE 1 ROADWAY MILLING AND RESURFACING PROJECT

The following supplements establish information supplementary to the *Standard General Conditions of the Construction Contract,* EJCDC Document No. C-700, 2018 Edition (the "**General Conditions**"), including establishing insurance limits and other requirements pursuant to Article 6, and identifying certain reports relating to subsurface conditions and hazardous conditions at the site pursuant to Article 5.

Other changes have been marked directly in underlined and strike-through text on the Standard Form of Agreement and the General Conditions. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

1. Reports. Pursuant to Paragraph 5.03.A.1. of the General Conditions, the following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

No reports related to physical conditions and subsurface structures at the Site are known to the Owner.

2. *Drawings*. Pursuant to Paragraph 5.03.A.2. of the General Conditions, the following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner and were used by Engineer in the preparation of the Contract Drawings and Specifications:

No drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

3. *Technical Data*. Pursuant to Paragraph 5.03.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of subsurface and physical conditions:

No reports or drawings related to physical conditions and subsurface structures at the Site are known to the Owner.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

1. *Reports.* Pursuant to Paragraph 5.06.A.1. of the General Conditions, the following reports of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

2. *Drawings*. Pursuant to Paragraph 5.06.A.2. of the General Conditions, the following drawings of Hazardous Environmental Conditions at or adjacent to the Site are known to Owner:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

3. *Technical Data*. Pursuant to Paragraph 5.06.A.3. of the General Conditions, the following Technical Data is contained in the reports and drawings of Hazardous Environmental Conditions:

No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

SC-6.01 PERFORMANCE, PAYMENT, AND OTHER BONDS

Contractor must provide the required Payment and Performance Bonds as required in the General Conditions. Pursuant to Paragraph 6.01.A. of the General Conditions, the following additional bonds are required:

N/A

SC-6.03 CONTRACTOR'S INSURANCE

Pursuant to Paragraph 6.03.A. of the General Conditions, the limits of Contractor's required insurance shall be as follows.

- A. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:
 - 1. Workers' Compensation and Employer's Liability

Workers' Compensation Statutory	
Employer's Liability	
Each Accident	\$500,000
Each Employee	\$500,000
Policy Limit	\$1,000,000

2. Commercial General Liability

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage*—Each Occurrence	\$1,000,000

^{*}Property Damage liability shall provide explosion, collapse, and under-ground coverages where applicable.

3. Automobile Liability*

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

[OR]	
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

*Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles

Excess or Umbrella Liability*

Per Occurrence	\$3,000,000
General Aggregate	\$3,000,000

Contractor's Pollution Liability*

Each Occurrence/Claim	\$1,000,000
General Aggregate	\$2,000,000

^{*}Pollution liability shall cover third-party injury and property damage claims, including clean-up costs.

6. Builder's Risk*

Completed Value	Full insurable
	replacement value of
	the Work

*An Installation Floater may be substituted for Builder's Risk Insurance. This Installation Floater shall cover all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an "all risk" form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off premises at any temporary storage location, or in transit, and shall include coverage for hoisting and rigging. The Installation Floater shall be maintained until final acceptance of the work by the Jurisdiction. If the Contractor's Installation Floater covering the equipment and work has any deductible, the Contractor shall be responsible to pay the cost associated with the deductible.

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;

- 2. Blanket contractual liability coverage to the extent permitted by law;
- 3. Broad form property damage coverage; and
- 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective supervisors, professional staff, officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
 - Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured— Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.
- G. Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof. This insurance shall:
 - 1. include the Owner and Contractor as named insureds.
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk

- policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
- 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
- 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
- 5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
- 6. extend to cover damage or loss to insured property while in transit.
- 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- 8. allow for the waiver of the insurer's subrogation rights.
- provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
- 10. not include a co-insurance clause.
- 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
- 12. include performance/hot testing and start-up.
- 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- H. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15. Alternatively, the Owner has the right but not the obligation to secure such required insurance in which event Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the Owner's obtaining the required insurance.

SC-8.02 COORDINATION

Pursuant to Paragraph 8.02 of the General Conditions, if Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjected to the Site, the following information pertains to such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors:

N/A

2. An itemization of the specific matters to be covered by such authority and responsibility:

N/A

3. The extent of such authority and responsibilities:

N/A

SC-10.03 RESIDENT PROJECT REPRESENTATIVE

Pursuant to Paragraph 10.03.A. of the General Conditions, if Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, that representative and its authorities and responsibilities are identified below.

N/A

Pursuant to Paragraph 10.03.B. of the General Conditions, if Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, that representative and its responsibilities and authorities are identified below.

N/A

EXHIBIT B

ADDENDUM NO. 1 TO EJCDC LUMP SUM PRICE CONTRACT POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

	to the Agreement made this [] day of and supplements the Agreement dated	2023 is made , 2023 between
	(OWNER)	
and		
	(CONTRACTOR)	
for the following		
	(the "Project").	
Terms used in this Add	lenda, unless otherwise defined, shall have the sa	me meaning as defined in the

Agreement.

- 1. **POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.** As of the date of this Amendment, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price, availability and delivery time frames ("Potentially Time and Price-Impacted Material"). This
- Amendment provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the Potentially Time and Price-Impacted Material(s) listed in Schedule A to this Amendment.
- 2. **BASELINE PRICE AND TIME.** Owner and Contractor shall agree upon a method for establishing the market price as of the date of this Amendment ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material listed in Schedule A to this Amendment.
 - 2.1. Compensation for any Potentially Time and Price-Impacted Material shall not be duplicated in any contingency amounts established under the terms of the Agreement.
- 3. **ADJUSTMENT IN BASELINE PRICE**. If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within ten (10) days from the date the basis for an equitable adjustment to the Contract Price arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall <u>not</u> include any amount for markup, including overhead and profit.
 - 3.1. In the event of a decrease in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such decrease, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.
 - 3.2. In the event of an increase in a Baseline Price, the Contract Price shall be equitably adjusted to reflect such increase, subject to section 3.3 of this Amendment, but only for those Potentially Time and Price-Impacted Materials delivered on or after the date on which written notice of the adjustment in Baseline Price is given.

- 3.3. The Contract Price shall not be adjusted by more than <u>Five percent (5%)</u> of the original Contract Price for the aggregate of the increases or decreases in Baseline Prices for Potentially Time and Price-Impacted Materials.
- 3.4. No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Agreement prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is the fault of the Owner and is documented as such.
- 3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.
- 4. TIME-IMPACT AND AVAILABILITY If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price-Impacted Material, beyond the control of and without any fault attributable to the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the Contract Price in accordance with the Agreement. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays. Such steps shall include the expedited Shop Drawings submittal and response Milestone Dates set forth in the Agreement, immediate order of materials, and Owner direct purchase of materials, among other mitigation strategies.

OWNER:
Ву
CONTRACTOR:
Ву:
END OF DOCUMENT.

SCHEDULE A TO ADDENDUM NO. 1

POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

Potentially Time and Price-Impacted Materials should be identified and described with specificity. The methods for establishing the Baseline Price for a Potentially Time and Price-Impacted Material should be based upon an objective standard and include: 1) established market or catalog prices; 2) actual material costs; 3) material costs indices; and, 4) such other mutually agreed upon method. Pricing based on material costs indices must identify the index category or subcategory that most accurately reflects the Potentially Time and Price-Impacted Material specified. Such Price-Impacted Materials must exceed the schedule of values line item by over 5% to be entitled to a Price adjustment. Further, submittal of at least two material supplier quotes for the same quantity and materials must accompany any request for a Price adjustment pursuant to this Amendment. Requests for Time based on unavailability of materials must be supported with milestone dates for delivery of materials in original bid and must be deemed reasonable with supporting affidavits by materials supplier and the time must deviate by more than 5% of schedule days.

1. Pote	ntially Time and Price-Impacted Material: []
	Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).
	Pricing Method: []
2. Pote	ntially Time and Price-Impacted Material:] Baseline Price: \$]/ (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).
	Pricing Method: []
3. [Potentially Time and Price-Impacted Material: [] Baseline Price: \$[]/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).
	Pricing Method: []
4. Pote	ntially Time and Price-Impacted Material: Baseline Price: []/[] (unit) as established by Contractor's schedule of values (unless such line item was deemed unreasonable based on current pricing indexes and then such Baseline Price per unit shall be based on pricing index as of the date of bid opening).
	Pricing Method: []
(Attach	additional sheets as necessary)

PERFORMANCE BONDAny singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR	(Name and Address <u>and Phone Numb</u> Duval Asphalt Products, Inc. [address] [address] [phone number]	<u>oer</u>):	SURETY (Name and Address of Principal Place of Busine and Phone Number):	ess
OWNER:	Amelia Walk Community Developm c/o Governmental Management Serv 475 West Town Place, Suite 114 St. Augustine, FL 32092 Phone: (904) 940-5850			
CONTRACT	()			
Date:	25			
Amount: \$726,40	18.37 ne and Location): Phase 1 Roadway I	Project Nasss	nu County Florida	
Description (Nat	ine and Location). Thase I Roadway I	10ject, 11ass	tu County, 1 lorida	
Amount: \$726,4 Modifications twithout limitatio 713.245, Florida Surety and Contr	o this Bond Form: This Bond is herely n subsection (6) and the notice and to Statutes, whichever are applicable, are	time limitation incorporated ereby, subjec	t to the terms printed on the reverse side hereof, do each cause	and
CONTRACTO Company	OR AS PRINCIPAL 7:		SURETY	
Signature Name an		Seal)	Surety's Name and Corporate Seal	Seal)
	ided below for signatures of additional	parties,	By: Signature and Title (Attach Power of Attorney) Attest: Signature and Title	
CONTRACTO Company	OR AS PRINCIPAL 7:		SURETY	
Signature Name an		Seal)	Surety's Name and Corporate Seal	Seal)
			By: Signature and Title (Attach Power of Attorney)	

00610-0

Attest:			
Signature	and Title:		

- 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
- 2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
- 3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 - 1. Surety in accordance with the terms of the Contract;
 - 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
- 4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange

for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 - 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
- 5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
- 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
- 7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
- 8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
- 9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
- 11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to

be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
- 12.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address and Phone Number): SURETY (Name and Address of Principal Place of Business and Phone Number): OWNER: Amelia Walk Community Development District c/o Governmental Management Services, LLC 475 West Town Place, Suite 114 St. Augustine, FL 32092 Phone: (904) 940-5850 **CONTRACT** Date: Amount: \$726,408.37 Description (Name and Location): Phase 1 Roadway Project, Nassau County, Florida **BOND** Bond Number: Date (Not earlier than Contract Date): Amount: \$726,408.37 Modifications to this Bond Form: This Bond is hereby amended so that the provisions and limitations of Section 255.05, including without limitation subsection (6) and the notice and time limitation provisions in subsections (2) and (10), or Sections 713.23 and 713.245, Florida Statutes, whichever are applicable, are incorporated by reference herein. Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative. CONTRACTOR AS PRINCIPAL **SURETY** Company: (Seal) Signature: (Seal) Name and Title: Surety's Name and Corporate Seal By: Signature and Title (Attach Power of Attorney) (Space is provided below for signatures of additional parties, if required.) Attest: Signature and Title CONTRACTOR AS PRINCIPAL **SURETY** Company: Signature: (Seal) (Seal) Name and Title: Surety's Name and Corporate Seal

Signature and Title (Attach Power of Attorney)

Signature and Title:

Attest:

- 1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to <u>promptly</u> pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
- 2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
- 3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 - 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 - 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
- 5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
- 6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
- 7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
- 8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they

agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

- 9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
- 11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
- 14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2.Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3.Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY - Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party)



Amelia Walk CDD Proposals for Board Consideration December 12, 2023

			-,	
	Playground Mulch			
	Certified playground mulch			
BrightView	installed (15 cy)		\$2,701.54	
	Palm Root Drenching			
	Fertilizer, Insecticide,			
BrightView	Fungicide		\$492.00	
	Pavers for Empty Pool Space	(Spc	ot where palm tree was remo	ved)
BrightView	Pavers and Installation	\$	1,242.30	
	Pavers for Flagpole Area			
	Descride and install accounts			
	Provide and install pavers to create a circle and walking			
BrightView	path around flagpole	\$	4,859.70	
	Part and		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	Provide and install pavers to			
	create a circle and walking			
Salomon General	path around flagpole, add 3			
Service Corp	benches	\$	5,300.00	
	Tree Trimming Around Amen	ity (Center	
	Prune oak tree in pool area	\$	568.00	
	Prune ten oak trees in parking lot	\$	2,130.00	
	Prune fur oak trees by tennis	Ş	2,130.00	
BrightView	courts	\$	710.00	
	Install Sod Around Playgroun	nd A	rea	
	Install saint augustine sod			
	aroud playground area-15			
BrightView	pallets	\$	12,169.20	
	- 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1 · 1		and a substitute.	

A.



Proposal for Extra Work at Amelia Walk CDD

Property Name Property Address Amelia Walk CDD 85287 Majestic Walk Run

85287 Majestic Walk Run Fernandina Beach, FL 32034 Contact

Billing Address

Kelly Mullins

To

Amelia Walk CDD 5385 N Nob Hill Road

Sunrise, FL 33351-4761

Project Name

Amelia Walk Playground

Project Description

Install playground mulch

Scope of Work

	QTY	UoM/Size	Material/Description
****	1.00	LUMP SUM	Enhancement Crew - mobilization and delivery of mulch
	15.00	EACH	Certified playground mulch installed (15 cy)

For internal use only

 SO#
 8258028

 JOB#
 346108420

 Service Line
 160

Total Price

\$2,701.54

- The Contractor shall recognize and perform in accordance with written terms, written 1. specifications and drawings only contained or referred to herein. All materials shall conform
- Work Force. Contractor shall designate a qualified representative with experience in iandscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits. Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable
- Insurance Contractor agrees to provide General Liability Insurance. Automotive Liability Insurance, Worker's Compensation insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 initial foliability.
- Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sody (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services. Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate
- Access to Jobsite Customer shall provide all utilities to perform the work Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work
- Payment Terms: Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing.
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges. incurred in demobilizing
- 13. Assignment. The Customer and the Contractor respectively, bind themselves, their partners successors assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company. which controls is controlled by or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization
- Disclaimer: This proposal Was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed Contractor cannot be held responsible for unknown or otherwise hild die ni defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services. ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional any costs concerning these Design Services are to be paid by the Customer directly to the designer involved. involved

15 Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer.

The following sections shall apply where Contractor provides Customer with tree care

- Tree & Stump Removal, Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible darrage done to underground utilities such as but not limited to cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability

By executing this document. Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract if payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Castemer

Property Manager Signature

Kelly Mullins October 17, 2023

Date Printed Name

BrightView Landscape Services, Inc. "Contractor"

Enhancement Manager Signature

Jen Mabus October 17, 2023

Printed Name Пара

Job #: 346108420

SO #: 8258028 Proposed Price: \$2,701.54





Proposal for Extra Work at Amelia Walk CDD

Property Name Property Address Amelia Walk CDD 85287 Majestic Walk Run

Fernandina Beach, FL 32034

Contact

Billing Address

Kelly Mullins

To

Amelia Walk CDD 5385 N Nob Hill Road

Sunrise, FL 33351-4761

Project Name

Amelia Walk CDD: Palm root drenching

Project Description

Amelia Walk CDD: Palm root drenching

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Fertilizer, Insecticide Fungicide
4.00	HOUR	Spray tech labor

For internal use only

SO# JOB# Service Line

8277331 346108420 807350004

Total Price

\$492.00

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in
- License and Permits, Contractor shall maintain a Landscape Contractor's license if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on
- Taxes Contractor agrees to pay all applicable taxes including sales or General Excise
- Insurance: Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- Subcontractors: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment. 8.
- Additional Services: Any additional work not shown in the above specifications 9. involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the est i mate
- Access to Jobsite. Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions riellated thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing
- Termination: This Work Order may be terminated by the either party with or without cause upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment. The Customer and the Contractor respectively bind themselves their partners successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities consolidation, change of control or comprate represpirations.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual Disclaimer: This proposal was estimated and proced based upon a site wist and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal or or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed Contractor cannot be held responsible for unknown or otherwise hild die in defects. Any procedular work proposed the proposed contractor cannot be held responsible for unknown or otherwise hild die in defects. Any procedular work proposed the proposed contractor cannot be held responsible for unknown or otherwise hild die in defects. Contractor cannot be held responsible to runknown or otherwise in id a en detects. Any corrective work proposed herein cannot guarantee exact results Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents—are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer

Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150,00 and billed to Customer

The following sections shall apply where Contractor provides Customer with tree care

- Tree & Stump Removal Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense
- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability

Acceptance of this Contract

Acceptance of this Contract.

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid halance 15 days after billion. balance 15 days after billing

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Signature

Property Manager Title

Kelly Mullins November 08, 2023

Printed Name

BrightView Landscape Services, Inc. "Contractor"

Account Manager Signature Title

Jordan G Creel November 08, 2023

Printed Name Date

> Joh #-346108420

SO #: 8277331 Proposed Price: \$492.00 *C*.



Proposal for Extra Work at Amelia Walk CDD

Property Name Property Address Amelia Walk CDD

85287 Majestic Walk Run Fernandina Beach, FL 32034 Contact

Kelly Mullins

To

Billing Address

Amelia Walk CDD 5385 N Nob Hill Road

Sunrise, FL 33351-4761

Project Name

Paving empty space by pool

Project Description

Paving empty space by pool

Scope of Work

Price does not include removing light. Light should be removed prior to installation of pavers.

	2		A 1-344 - 3-445
	QTY	UoM/Size	Material/Description
••••	1.00	LUMP SUM	Labor and materials for paver installation
	1.00	FACH	Irrigation retro fitting

Images

Pics



For internal use only

SO#

8277586

JOB#

346108420

Service Line

130

Total Price

\$1,242.30

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in
- License and Permits' Contractor shall maintain a Landscape Contractor's license if required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as well as all other requirements of law Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on
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- Liability: Contractor shall not be leable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or defined as extreme weather congions, tire, eartinquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, rational or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances. Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
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- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hill die in defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional any costs concerning these Design Services are to be paid by the Customer directly to the designer involved

Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer

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- Waiver of Liability: Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arbonicultural) standards will require a signed waiver of liability

By executing this document, Customer agrees to the formation of a binding contract and to the terms and conditions set forth herein. Customer represents that Contractor is authorized to perform the work stated on the face of this. Contract. If payment has not been received by Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Customer. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 15 days after billing.

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR

Gustomer

Property Manager Signature Title

Kelly Mullins November 09, 2023

Printed Name

BrightView Landscape Services, Inc. "Contractor"

Account Manager Signature Title

\$1 242 30

Jordan G Creel November 09: 2023

Printed Name Date

Joh # 346108420

> SO #: 8277586 Proposed Price:





Proposal for Extra Work at Amelia Walk CDD

Property Name Property Address Amelia Walk CDD

85287 Majestic Walk Run Fernandina Beach, FL 32034 Contact

Kelly Mullins

To Billing Address Amelia Walk CDD

5385 N Nob Hill Road Sunrise, FL 33351-4761

Project Name

Creation of paved flag pole circle and walking path

Project Description

Creation of paved flag pole circle and walking path

Scope of Work

Quote is for a 12ft. diameter paved circle around the flagpole with a 10ft. long walking path that is 4ft. wide. Does not include cost of moving lights, which is recommended.

QTY	UoM/Size	Material/Description
1.0	LUMP SUM	Labor and materials for creation of paved flag pole circle and walking path
1.0	EACH	Irrigation retro fitting

For internal use only

 SO#
 8277578

 JOB#
 346108420

 Service Line
 130

Total Price

\$4,859.70

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications
- Work Force: Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in
- License and Permits' Contractor shall maintain a Landscape Contractor's license. required by State or local law, and will comply with all other license requirements of the City. State and Federal Governments, as well as all other requirements of law. Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable
- Insurance. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by taw or Customer, as specified in writing prior to commencement of work. If not specified Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days
- Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- Subcontractors; Contractor reserves the right to hire qualified subcontractors to 8. perform specialized functions or work requiring specialized equipment
- Additional Services: Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate
- 10. Access to Jobsile: Customer shall provide all utilities to perform the work. Customer shall furnish access to all parts of jobsite where Contractor is to perform work as required sharmonian access on all pairs of judgets where contractors to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
- Payment Terms. Upon signing this Agreement, Customer shall pay Contractor 50% of the Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project unless otherwise, agreed to in writing
- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- Assignment. The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities consolidation, change of control or corporate reorganization
- 14. Disclaimer This proposal was estimated and priced based upon a site visit and visual prepared The price quoted in this proposal for the work described is the result of that ground level using and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed Contractor cannot be held responsible for unknown or otherwise h i d d e n defects. Any corrective work proposed herein cannot guarantee exact results Professional engineering architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect and/or landscape design professional any costs concerning these Design Services are to be paid by the Customer directly to the designer involved

Cancellation. Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of \$150.00 and billed to Customer

The following sections shall apply where Contractor provides Customer with tree care

- Tree & Stump Removal: Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Custome: Defined backfill and landscape material may be specified. Customer shall be responsible for contacting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Customer's expense.
- Waiver of Liability. Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Acceptance of this Contract

By executing this document, Customer agrees to the formation of a binding contract and to the
terms and conditions set forth herein. Customer represents that Contractor is authorized to
perform the work stated on the face of this Contract. If payment has not been received by
Contractor per payment terms hereunder, Contractor shall be entitled to all costs of collection
including reasonable attorneys' fees and it shall be relieved of any obligation to continue
performance under this or any other Contract with Customer. Interest at a per annum rate of
1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid
halance 15 days after billion. balance 15 days after billing

NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager Signature Title

Kelly Mullins November 09, 2023

Date

BrightView Landscape Services, Inc. "Contractor"

Account Manager Signature Title

Jordan G Creel November 09, 2023

Printed Name Date

Joh #-346108420

8277578 Proposed Price: SO #: \$4.859.70

SALOMON GENERAL SERVICE CORP

INVOICE

Salomon Hernandez 904-335-6159/ 904-556-0209 salomongeneralservicecorp@gmail.com 728 South 10 Street Fernandina Beach, FL 32034

Bill To Kelly Mullins 904-225-3147 Invoice #21162

Issued 11/01/2023

Description	QTY	Price, USD	Amount, USD
A. Walkway and pavers platform 305 sq ft= 3 Cubes of mega glacies old town	1	\$3,000.00	\$3,000.00
B. 3 bench's and retaining wall 2 cubes of TREMRON stone gate	Ī	\$2,300.00	\$2,300.00
		Subtotal	\$5,300.00
		Total	\$5,300.00

Notes & Payment instructions

DUE TO RAPIDLY INCREASING PRIVE OF MATERIAL. THIS ESTIMATE IS GOOD FOR 10 DAYS BEYOND THE ABOVE ESTIMATE INCLUDES ALL COMMUNITY AND COUTY FEES, INSURANCE AND FULL 3 YEARS WARRANTY. 50% DEPOSIT DUE ON ACCEPTANCE. PROJECT TO COMMENCE IN LIEU OF TIME FRAME PREFEREF BY CUSTOMER. SALOMON GENERAL SERVICE CORP TO ACCEPT ALL RESPONSIBILITY OF STATE COUNTY AND LOCAL COMPUTANCE AND IS COVERED BY A STATE LABOUR TO ACCEPT ALL RESPONSIBILITY OF STATE





Proposal for Extra Work at Amelia Walk CDD

Property Name Property Address Amelia Walk CDD 85287 Majestic Walk Run

Contact

Kelly Mullins

Fernandina Beach, FL 32034

To Billing Address Amelia Walk CDD 5385 N Nob Hill Road

Sunrise, FL 33351-4761

Project Name

Amenity Center Tree Work

Project Description

Structurally prune live oak trees in parking lot and one behind in the pool

area

Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
1.00	LUMP SUM	Live oak tree in the back by the pool - prune to clear light, and for camera clearance. End weight reduction and dead wood removal greater than 2 inches in diameter.	\$568.00	\$568.00
1.00	LUMP SUM	Prune 10 Live oaks in the parking lot to clear lights for safety, end weight reductions to prevent branch breakage in high wind events. Remove dead wood greater than 2 inches in diameter to prevent it from falling onto parking lot/vehicles.	\$2,130.00	\$2,130.00
1.00	LUMP SUM	Prune 4 Oaks by the tennis court to provide end weight reductions to prevent branch breakage in high wind events. Remove dead wood greater than 2 inches in diameter to prevent it from falling.	\$710.00	\$710.00
		diameter to prevent it from falling.		

For internal use only

SO# JOB#

8291956 346108420

Service Line

300

THIS IS NOT AN INVOICE

Total Price

\$3,408.00

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained or referred to herein. All materials shall conform to bid specifications.
- Work Force, Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- 3. License and Permits: Contractor shall maintain a Landscape: Contractor's license, if required by State or local law, and will comply with all other license requirements of the City, State and Federal Governments, as well as all other requirements of law Unless otherwise agreed upon by the parties or prohibited by law, Customer shall be required to obtain all necessary and required permits to allow the commencement of the Services on the property.
- Taxes: Contractor agrees to pay all applicable taxes, including sales or General Excise Tax (GET), where applicable
- Insurance Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Customer, as specified in writing prior to commencement of work. If not specified. Contractor will furnish insurance with \$1.00000kimit of liability.
- 6. Liability: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc. and rules, regulations or restrictions imposed by any government or governmental agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either party. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this Contract within sixty (60) days.
- Any illegal trespass, claims and/or damages resulting from work requested that is not on properly owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer
- Subcontractors. Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
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- Termination: This Work Order may be terminated by the either party with or without cause, upon seven (7) workdays advance written notice. Customer will be required to pay for all materials purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
- 13. Assignment: The Customer and the Contractor respectively, bind themselves, their partners successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities consolidation, change of control or corporate reorganization.
- 14. Disclaimer: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means at or about the time this proposal was prepared. The price quoted in this proposal for or the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed Contractor cannot be held responsible for unknown or otherwise hir die of endefects Any corrective work proposed herein cannot guarantee exact results. Professional engineering architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Customer directly to the designer medical.

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Customer

Property Manager

Kelly Mullins November 29, 2023

Printed Name Date

BrightView Landscape Services, Inc. "Contractor"

Enhancement Manager

Signature Title

Jen Mabus November 29, 2023

Printed Name Date

Job #: 346108420

SO #: 8291956 Proposed Price: \$3,408.00





Proposal for Extra Work at Amelia Walk CDD

Property Name Property Address Amelia Walk CDD

85287 Majestic Walk Run Fernandina Beach, FL 32034 Contact

Billing Address

Kelly Mullins

To

Amelia Walk CDD

5385 N Nob Hill Road Sunrise, FL 33351-4761

Project Name

Replacing Sod at the playground

Project Description

Replacing sod at the playground

Scope of Work

QTY	UoM/Size	Material/Description
 1.00	LUMP SUM	mobilization and prep for sod. Sod cutting the area and removal of all debris.
15.00	EACH	Saint augustine sod - 15 Pallets installed
1.00	LUMP SUM	Irrigation modification

For internal use only

 SO#
 8288466

 JOB#
 346108420

 Service Line
 130

Total Price

\$12,169.20

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Customer

Signature

Property Manager

Kelly Mullins November 30, 2023
Printed Name Date

Title

BrightView Landscape Services, Inc. "Contractor"

Account Manager

Signature Title

Jordan G Creel November 30, 2023

Printed Name Date

Job #: 346108420

SO #: 8288466 Proposed Price: \$12,169.20



A.



Quality Site Assessment

Prepared for: Amelia Walk CDD

General Information

DATE: Tuesday, Nov 21, 2023

NEXT QSA DATE: Monday, Feb 19, 2024

CLIENT ATTENDEES: Kelly Mullins

BRIGHTVIEW ATTENDEES: Jordan Creel

Customer Focus Areas

Seven Standards of Excellence Site Cleanliness Weed Free Green Turf Crisp Edges Spectacular Flowers Uniformly Mulched Beds Neatly Pruned Trees & Shrubs





Carryover Items





- 1 Weed control needed on center island near spice run
- Weed control needed in juniper beds





Maintenance Items





- Limited trimming due to lights
- 2 Weed control needed at entrance behind flowers
- Clean up magnolia leaves at amenity center





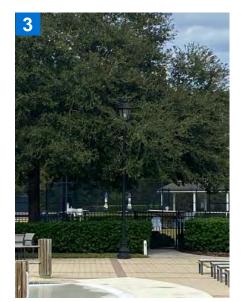


Recommendations for Property Enhancements





- 1 Replace dead shrubs along entrance.
- Working on proposal to replace sod by playground
- 3 Trim tree off of light in pool area
- Replace juniper with flax lily (30x5) (4x26)

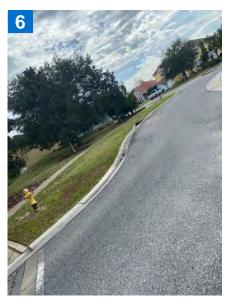






Recommendations for Property Enhancements





- 5 Trim trees off of light in parking lot
 - 6 I am working on the proposal for boulders and grasses at the round about on majestic walk
- 7 Idea to extend annual rotation to the 4 corners of the round about







Notes to Owner / Client



1 Entryway looks great. Love the lights and ribbons

Amelia Walk CDD



Completed Items









- 1 Weed control needed behind flowers at entrance
- 2 Amenity center island looks good. Needs pine cones cleared
- Grasses will be cut back with winter tasks
- 4 Need to make sure all easements are cut

Amelia Walk CDD



Completed Items





- 5 Need to better define all grass beds
- Weed control and possible pine straw application needed at Fall River and majestic walk
- 7 Area has been mowed and maintained





Amelia Walk

12/12/2023

Community Development District

Amenity Management & Field Operations Report





AMENITY & OPERATIONS MANAGER
GOVERNMENTAL MANAGEMENT SERVICES

Amelia Walk Community Development District

Amenity Management & Field Operations Report December 12, 2023

To: Board of Supervisors

From: Kelly Mullins

Amenity & Operations Manager

RE: Amelia Walk Amenity Management & Field Operations Report

The following is a summary of items related to the amenity management, field operations & maintenance of Amelia Walk CDD.

Special Events

- GMS continues to work with the Amelia Walk Board of Supervisors and residents of the community on hosting events desired in this district
- Resident Suggestions:
 - Evening fitness classes
- Upcoming Events:
 - o Food Trucks Every Tuesday Night 5-8pm
 - o Zumba- MWF 9am
 - o Yoga- T, Th 8:45am, T 4pm
 - Breakfast with Santa
- Example Events:
 - Egg Hunt
 - Painting Parties
 - Bingo/Trivia/Bunco/Dominoes
 - Fitness Classes
 - Garage Sales
 - Charitable Fundraisers

Communication

- GMS was informed Amelia Walk CDD was in need of improved communication
 - Email blast updates are being sent out regularly to the community – please let your neighbors know if they do not receive our blasts to send an email to ameliawalkmanager@gmsnf.com to be added to the distribution list or stop by the office
 - o Food trucks are being announced weekly
 - A monthly events/club's calendar is being published each month
 - o A monthly newsletter is being published each month
 - Email blasts are being posted to Amelia Walk CDD website

Amenity Usage - November

Total Monthly Usage* (Based on Door and Gate Entrances) – 1260 patrons

Average Daily Usage – 42 patrons

Total Gym Usage – 780 patrons

Total Social Room Usage – 240 patrons

Tennis/Pickleball Courts - 180

Social Room Rentals - 4



^{*}Numbers are approximate. These numbers would not include children and guests.

Completed Projects







- Park benches have been installed beside five of the community ponds.
- These new benches are weather resistant and have been secured with anchors.
- They will give homeowners a nice place to take a break when out enjoying the community.

In Progress Projects





- Three landscaping improvement projects have been approved by the CDD board.
 - Open space between 85248 and 85254 Champlain Drive
 - o Open space between 85273 and 85277 Champlain Drive
 - o Fallen Leaf Drive Common Areas
- The board approved Down to Earth's proposal to do the work, including installing irrigation and plant materials. Since that time, requests have been made to JEA by CDD staff for irrigation meters. The requests have been denied pending submission of complete project plans including drainage sheet, utility sheet, meter location and size, and backflow prevention system.
- If we move forward, we will need someone qualified to draw up these plans and we will need to install backflow preventers.
- Other options would be finding alternate sources for watering.
- This will also impact future landscaping projects in phases 4 and
 5.

In Progress Projects





- "No Motorized Vehicles" signs have been placed along the haul road.
- PVC pipe needs removed along road. We need a proposal for a gate at the Phase 4/Phase 5 entrance.
- A bollard has been installed at Amelia Concourse entrance.
- Black landscape fabric fencing behind phases 2 and 4 needs removed.

In Progress Projects





- Flagpole and lighting have been installed.
- We are gathering proposals for landscaping around the flagpole.
- The palm tree that was struck by lightning has been cut down and the stump has been grinded down.
- We are working on ideas for landscaping in the area.

In Progress Projects/Action Items

- Community Park Benches Park benches have been installed at ponds 5, 6, 11, 12 and 14.
- **Doors at Amenity Center** New glass inserts for five doors was approved and has been ordered. The doors have been painted.
- **Flagpole for Amenity Center** The flagpole has been installed, as well as the lighting. We are gathering proposals for the landscaping around the flagpole.
- Haul Road Improvements "No Motorized Vehicles" signs have been placed along the haul road. PVC pipe needs removed along road. We need a proposal for a gate at the Phase 4/Phase 5 entrance. A bollard has been installed at Amelia Concourse entrance. Black landscape fabric fencing behind phases 2 and 4 needs removed.
- Landscaping improvements in pool area Need plan for area where palm tree was cut down. Need to obtain proposals for lawn curbing to hold in existing pine bark/mulch, possibly replace pine bark with brown mulch
- Palm trees in pool area Trees need to be on a routine maintenance program. This has been discussed with BrightView.
- **Phase 5 Road** Road dips around JEA manhole covers. The one near 84983 and 84986 Stonehurst Pkwy. needs inspected.
- **Potholes in phases 4 and 5** Potholes at 84807, 84946 and 85523 Fall River Parkway need inspected.
- **Cement on area of Fall River Pkwy**. Cement has been dropped by a builder and hardened near 84946 and 84951 Fall River Pkwy.
- Parking Issue on Roundabout on Majestic Walk Blvd. Obtaining quotes for decorative boulders.
- **Pond Maintenance/Fountains** Solitude has been checking/treating the ponds twice a month. Fountain 15 went out after being struck by lightning. It has been repaired by Sitex Aquatics, the original installer, but a part for the light had to be ordered so the light is still out. Fountain 3 is also out and scheduled to be fixed by Sitex. The motor has been sent out for repairs.
- **Solar heating for pool** The Solar Trek proposal was approved. The proposed agreement has been signed. Solar Trek is working on obtaining the permit.
- **Storage Building** Working to get the permit approved by the county and then a delivery date will be determined.
- **Tower at Main Entrance** Need to obtain proposals for painting and repairs to the tower.
- Amenity Center Office Window Window seal needs repaired.

Conclusion

For any questions or comments regarding the above information please contact Kelly Mullins, Amenity & Operations Manager, at ameliawalkmanager@gmsnf.com.

Respectfully,

Kelly Mullins







A q u a g e n i x A DCS Company

Welcome to the DeAngelo Contract Services Family. Let's take an opportunity to tell you about DCS and what we offer. The programs DCS has designed for your waterways has one goal: To promote an environmentally balanced aquatic ecosystem, using cost effective methods that results in well maintain water quality, clarity, and provides our customers with an environmental and recreational asset.

Benefits of DCS Programs are:

- * Management of aquatic littoral and other native planting and sanctuary areas, which aids in the management of nutrient loading of the water body and creates native areas for wildlife.
- * Management of algae and undesirable water weeds along the shoreline, floating on the surface or submersed under the water.
- * Management of border grass and weeds from the toe of the bank to the water's edge
- * Water analysis for Dissolved Oxygen (DO), pH and Temperature when we treat
- * Post Treatment Reports providing details of work we performed.

Additional service available from DCS:

- * Wetland planting, restoration, and maintenance
- * Installation of Decorative Fountains and Aeration Systems
- * Servicing Fountain and Aeration Systems
- * Blue Dye / Water Clarity Treatment
- * Turbidity Curtains and Weed Barriers
- * Waterway and Wetland Consulting
- * The creation of littoral and other native planting and sanctuary areas.
- * Permit processing for stocking of Triploid Grass Carp
- * Stocking of Game fish and Triploid Grass Carp
- * Comprehensive water testing

Advantages of doing business with DCS:

- * Ten million dollars of insurance coverage, with pollution coverage, to protect you and your organization.
- * Quick response to customer calls.
- * Boats, skiffs, and four-wheel drive maintenance vehicles with appropriate systems to complete the job.
- * Where required, monthly management service reports for use in meetings and submission to government agencies.
- * Educational presentations to interested groups.
- * Our field crews are in uniforms with our company name embroidered identification.
- * Our trucks, boats and spray vehicles are clearly identified with our name, seal, and telephone numbers.

The following is an agreement covering the services DCS will complete for the various bodies of water on your property, a copy of all necessary documents as required and an information sheet detailing your waterways DCS will be treating. If, at any time, you are not fully satisfied with our service there is a cancellation clause included in the agreement.

Please sign the below agreement and return this to our office for immediate scheduling of service. We look forward to the opportunity of serving you. Respectfully yours, The team at DCS.



Aquagenix

A DCS Company

DeAngelo Contracting Services SPECIAL SERVICES AGREEMENT

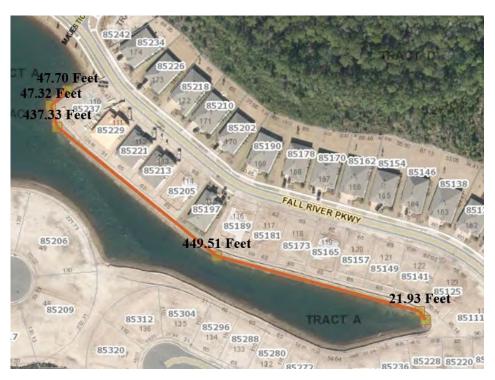
This agreement, dated 11/29/2023, is made between DeAngelo Contracting Services and Amelia Walk as described as follows:

AMELIA WALK

85287 Majestic Walk Blvd. Fernandina Beach, FL

Contact: Kelly Mullins kmullins@gmsnf.com

SCOPE OF WORK: SHORELINE REPAIR



Remove vegetation: Remove all the vegetation down to clean soil for the area of the bank re-slope. This area is approximately 18'x1000' down one side of the shoreline that has been discussed on-site pond 14. We are estimating for 9' out of water and 9' in water for the clearing of vegetation. This may vary depending on location along the existing shoreline.

Slope Repair: We are quoting to give you a 4 to 1 slope. All sand / dirt will be removed from the existing pond and flipped to increase the slope and depth at the edge of the pond. This will be done with the sand / dirt onsite. No added fill has been quoted.

Sod Replacement: All locations listed above for Bahia sod to the water's edge.



A q u a g e n i x A DCS Company

Pricing for all material labor, equipment and insurance including both liability and workers compressive coverage to complete the work described above including mobilizations and debris removal:

Total \$92,050.00

*All areas or paths to move equipment and materials will be restored to the original condition. Some areas may show some wear and will recover.

*Estimated timeline of project - 4 weeks

CONTRACT TERMS

The terms of this Agreement shall be continuous without interruption until the project is completed or this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

1. Safety:

DeAngelo Contracting Services agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

2. Insurance:

DeAngelo Contracting Services agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

3. Address Change:

If DeAngelo Contracting Services or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

4. Management Change:

If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DeAngelo Contracting Services of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

5. Schedule of Payment and Penalties for past due invoices:

CUSTOMER will be invoiced upon completion of the special service agreement and agrees to pay DeAngelo Contracting Services within thirty (30) days after date of invoice at the DCS home office at 100 N. Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement and will result in customer becoming responsible for all charges that are necessary to collect the full amount of the invoice plus said necessary collection charges.

6. Default:

If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that

DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Filing of a mechanics lien on property for all monies due plus interest, DeAngelo Contracting Services costs and attorney's



Aquagenix

A DCS Company

fees incurred by DeAngelo Contracting Services.

7. Termination Procedure:

This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DeAngelo Contracting Services, 527 South Church St, Hazleton, PA 18201. "Date of Termination" will be defined as: one (1) month after the last day of the month in which "Notice of Cancellation" was received by DeAngelo Contracting Services in accordance with paragraph 10

- a. If your account is not settled in full at the same time as your cancellation letter is received, DCS will continue to bill you until the contract expires. Settlement in full includes payment for one month's service after the end of the month in which the cancellation letter is received by DCS.
- b. Payment in full shall be defined as payment to DCS through the effective "Date of Termination" as determined by the procedure outlined above in section 10 of this contract.

8. OTHER ITEMS:

Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.

- a. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of any products.
- b. Customer agrees to notify and locate for company any private in ground utilities or structures. If customer does not notify and locate for company private in ground utilities or structures, company is not responsible for damages to said utilities or structures. Company will have public in ground utilities located through 811.
- c. DeAngelo Contracting Services will make every attempt to protect all work areas from excess damage and wear and tear. Minor cosmetic damage may occur that given time will return to pre work condition.

9. Contract Documents:

This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DeAngelo Contracting Services and CUSTOMER.

Qulis Clements DeAngelo Contracting Services		
De Angelo Contracting Services	CUSTOMER	
Julie Clements		
PRINT NAME	PRINT NAME	
11/29/2023		
DATE	DATE	

The offer contained in this Agreement is valid for thirty (30) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.







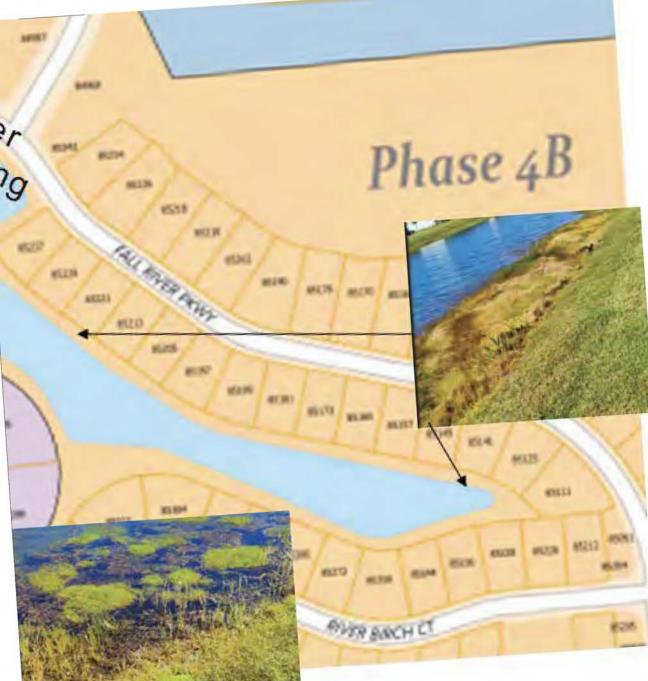




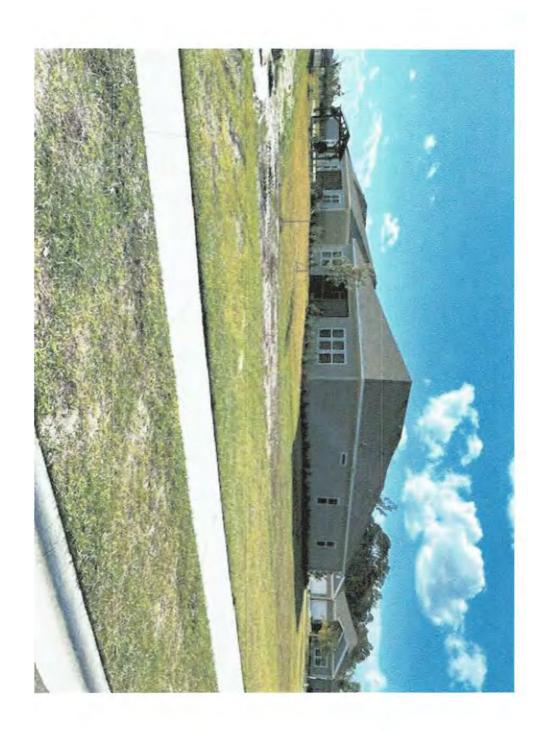


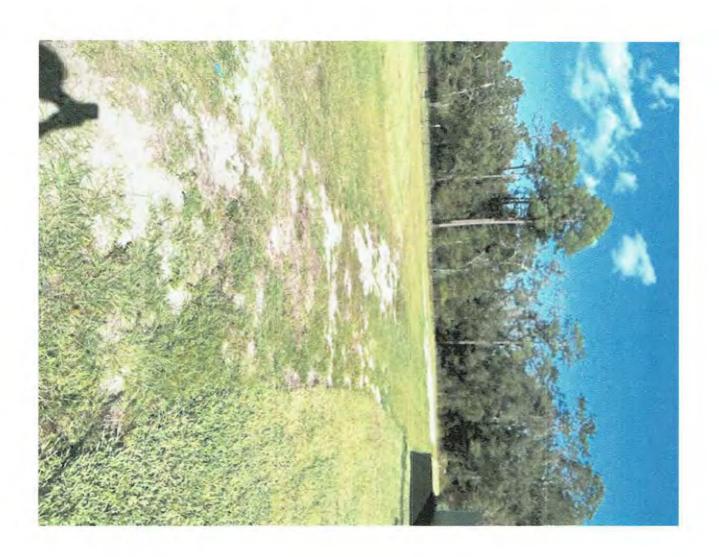


Erosion of Pond Bank Phase 4 (Pond 14)



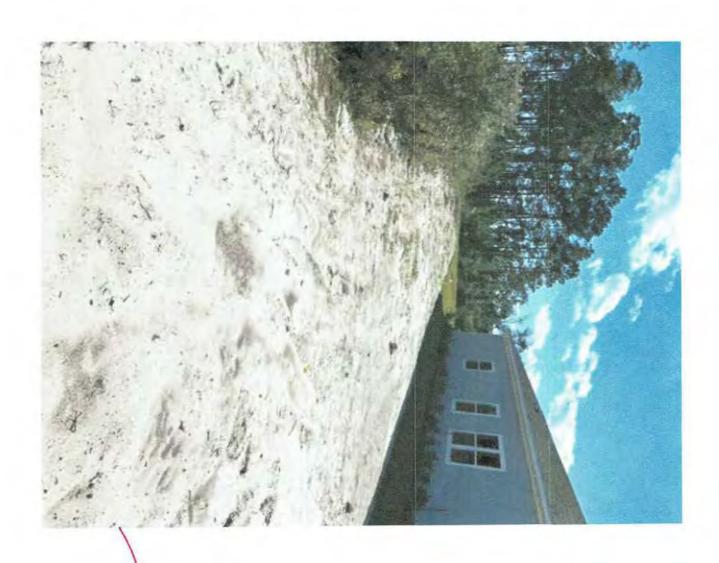








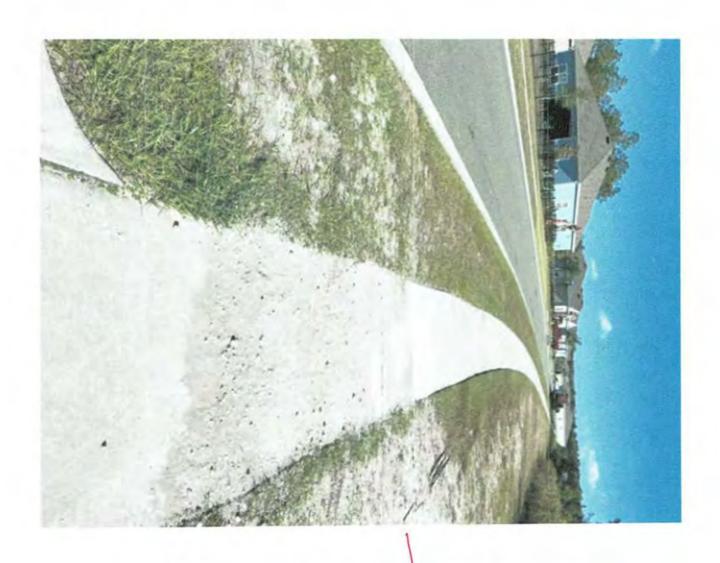




ed sod

Perox Per





Sidewall





G - Apple Canyon col-de-sac



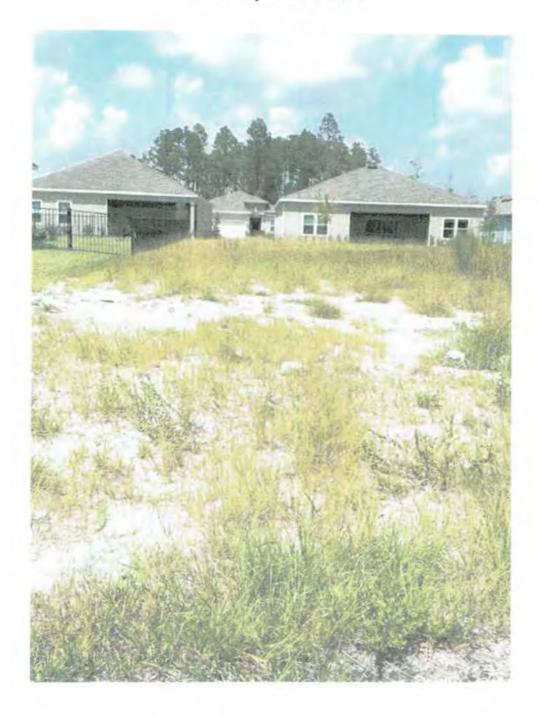




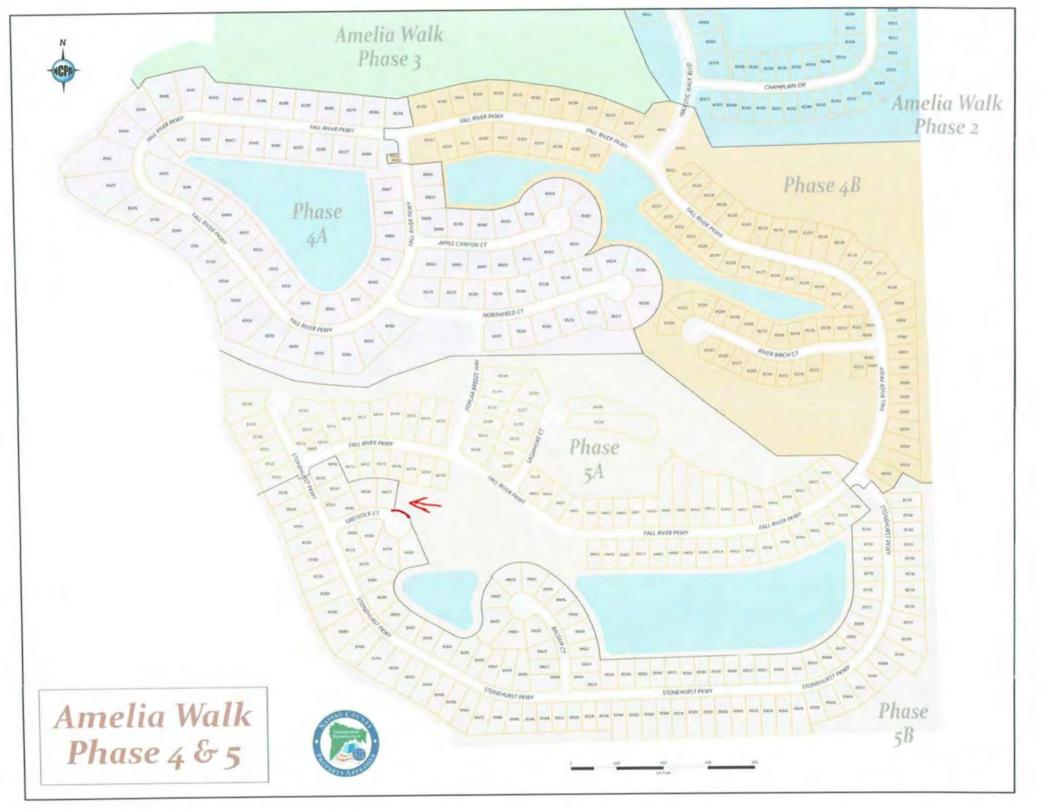
Needs irrigation, sod, shrubs, muhly grasses & 3 trees



D - Greylock Court



Needs irrigation, sod, shrubs, muhly grasses, crape myrtles & mowing



A - Northfield & Poplar Breeze



A1 Left side



A1 Left side



A2 right side



F - River Burch & Fall River



Needs irrigation, sod, shrubs & muhly grasses



B & C - Stonehurst & Fall River





B Left side



Left side

Needs irrigation, sod, shrubs, muhly grasses, crape myrtles & bench

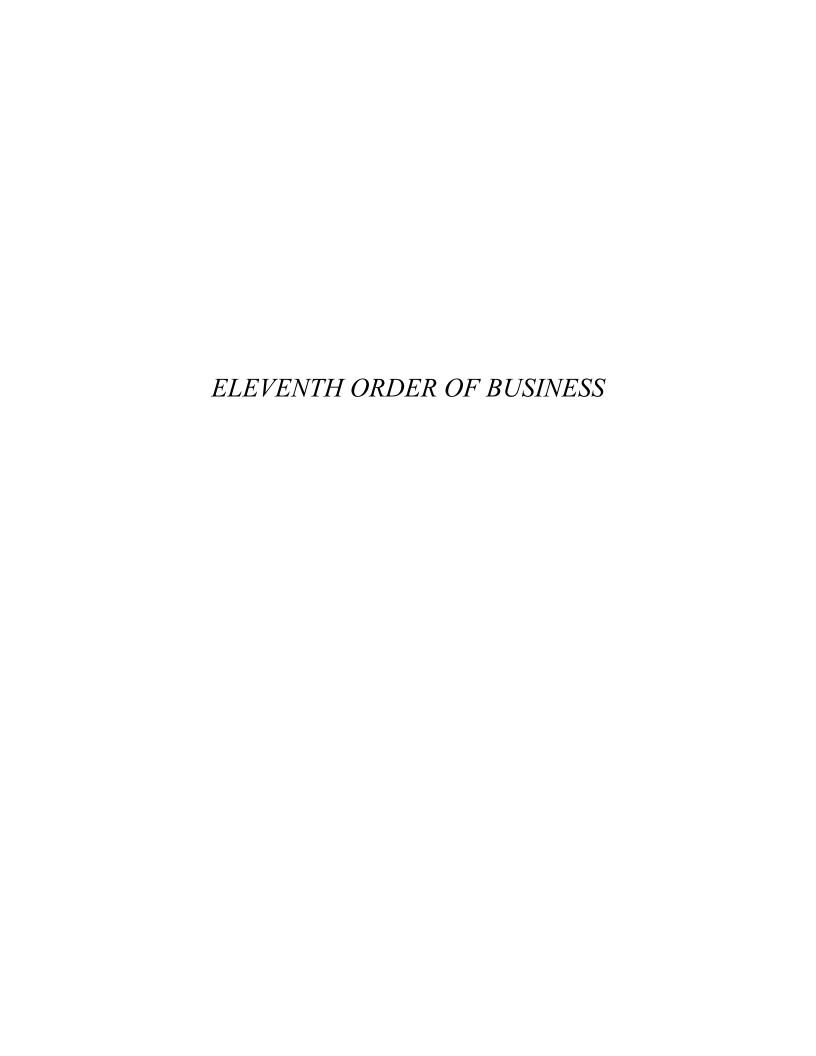


E - Stonehurst Cul-De-Sac



Needs irrigation & sod





Fiscal Year	Date	Annual ntirbution	Annual Interest	Annual Infflation Uplift		Annual Capital Expenditures		Projected ling Captial Reserves	
					Sta	rting ====>	\$	236,780	Balance October 1, 2023 FY24
2024	Oct23 -Sept24	\$ 100,000	\$ 11,787	5.95%	\$	224,670	\$	148,897	
2025	Oct24 -Sept25	\$ 125,000	\$ 9,586	7.70%	\$	70,006	\$	213,477	
2026	Oct25 -Sept26	\$ 126,875	\$ 11,912	4.69%	\$	-	\$	352,265	
2027	Oct26 -Sept27	\$ 128,778	\$ 16,836	5.35%	\$	10,018	\$	487,861	
2028	Oct27 -Sept28	\$ 130,710	\$ 21,650	2.49%	\$	185,642	\$	454,579	Parking Lot Remilling
2029	Oct28 -Sept29	\$ 132,670	\$ 20,554	2.43%	\$	-	\$	607,803	
2030	Oct29 -Sept30	\$ 134,661	\$ 25,986	4.10%	\$	-	\$	768,450	
2031	Oct30 -Sept31	\$ 136,680	\$ 31,680	2.00%	\$	97,082	\$	839,728	
2032	Oct31 -Sept32	\$ 138,731	\$ 34,246	2.00%	\$	295,925	\$	716,780	Phase 2 Road Remilling
2033	Oct32 -Sept33	\$ 140,812	\$ 30,016	2.00%	\$	58,492	\$	829,115	
2034	Oct33 -Sept34	\$ 142,924	\$ 34,021	2.00%	\$	22,851	\$	983,209	
2035	Oct34 -Sept35	\$ 145,068	\$ 39,490	2.00%	\$	387,563	\$	780,203	Phase 3 Road Remilling
2036	Oct35 -Sept36	\$ 147,244	\$ 32,461	5.50%	\$	548,297	\$	411,611	Phase 4 Road Remilling
2037	Oct36 -Sept37	\$ 147,244	\$ 32,461	2.00%	\$	519,380	\$	71,935	Phase 5 Road Remilling
2038	Oct37 -Sept38	\$ 149,452	\$ 7,749	2.00%	\$	229,903	\$	(767)	
2039	Oct38 -Sept39	\$ 151,694	\$ 5,282	2.00%	\$	67,929	\$	88,280	
2040	Oct39 -Sept40	\$ 153,969	\$ 8,479	4.53%	\$	-	\$	250,729	
2041	Oct40 -Sept41	\$ 156,279	\$ 14,245	6.52%	\$	-	\$	421,253	
2042	Oct41 -Sept42	\$ 158,623	\$ 20,296	7.65%	\$	-	\$	600,172	
2043	Oct42 -Sept43	\$ 161,003	\$ 26,641	6.48%	\$	388,652	\$	399,164	
2044	Oct43 -Sept44	\$ 163,418	\$ 19,690	6.63%	\$	33,776	\$	548,496	
2045	Oct44 -Sept45	\$ 165,869	\$ 25,003	6.26%	\$	915,517	\$	(176,150)	
2046	Oct45 -Sept46	\$ 168,357	\$ (273)	4.93%	\$	-	\$	(8,066)	Phase 1 Road Remilling
2047	Oct46 -Sept47	\$ 170,882	\$ 5,699	5.37%	\$	-	\$	168,515	
2048	Oct47 -Sept48	\$ 173,445	\$ 11,969	2.00%	\$	708,194	\$	(354,265)	
2049	Oct48 -Sept49	\$ 176,047	\$ (6,238)	6.11%	\$	54,766	\$	(239,222)	
2050	Oct49 -Sept50	\$ 178,688	\$ (2,119)	6.39%	\$	-	\$	(62,653)	
					•	4 040 000			
					\$	4,818,663			
Notes:									

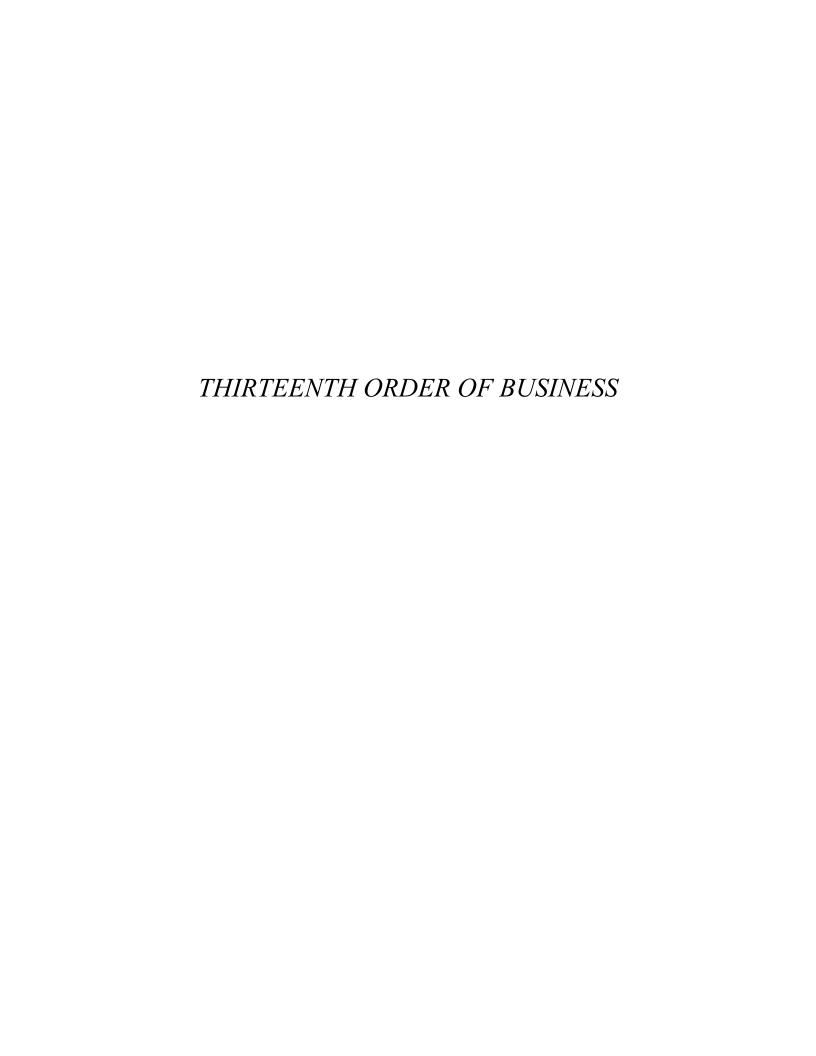
Current Year to 2050 projected Capital Reserver planning model
Annual Capital Expenditures are sume of Planned Detail Expenses Worksheet
Details come from 2020 Capital Reserve planning document Plus projects approved or being discussed for this year and years in the near future

Capital Reserve Finanical Model Planned Detail Expenditures

=1 11						d Detail Ex										
Fiscal Year		2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	Oct23 -	Oct24 -	Oct25 -	Oct26 -	Oct27 -	Oct28 -	Oct29 -	Oct30 -	Oct31 -	Oct32 -	Oct33 -	Oct34 -	Oct35 -	Oct36 -	Oct37 -	Oct38 -
Date		Sept25	Sept26	Sept27	Sept28	Sept29	Sept30	Sept31	Sept32	Sept33	Sept34	Sept35	Sept36	Sept37	Sept38	Sept39
Annual Expenditures	\$ 224,670	\$ 65,000	\$ -	\$ 9,509	\$ 181,140	\$ -	\$ -	\$ 95,178	\$ 290,123	\$ 57,345	\$ 22,403	\$ 379,964	\$ 519,716	\$ 509,196	\$ 225,395	\$ 66,597
Description													_			
Parking Lot Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ 39,021	\$ -	\$ -	\$ -	\$ -	т	т	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Solar Panels	\$ 34,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	•	т	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Road Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Security CCTV Upgrade	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	т	т	\$ -	\$ -	\$ -	\$ -	\$ -
Flagpole Landscape Hardscape and Shrubs etc	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Fallen Leaf	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Champlain	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dog Park	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basketball Court	\$ 20,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Projects	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ponds Fish Carps	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Relocate PlayGround Expand Parking Lot	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD2	\$ -	\$ -	\$ -	\$ -	\$ -	· \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Ś -	•		\$ -	Ś -	Š -	Ś -	\$ -
TBD4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	Š -	š -	\$ -	\$ -
TBD5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	•		\$ -	\$ -	\$ -	\$ -	\$ -
TBD6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		т	\$ -	\$ -	\$ -	\$ -	\$ -
TBD7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	T .	т	\$ -	\$ -	\$ -	\$ -	\$ -
Fountains Replacement	\$ -	Ψ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	T .	т	\$ -	\$ -	\$ 15,000		\$ -
Fountains New	\$ -	\$ 13,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	•	т	\$ -	Ŷ	\$ -	\$ -5,000	\$ -
Tennis Counts Asphalt Resurfacing	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		7	\$ -	\$ -	\$ -	\$ 15,336	\$ -
HVAC Heat Pump Replacement	¢ 15 400	\$ -	•	\$ -	\$ -	\$ -	\$ -	\$ 12,902		•	т	\$ -	Ŷ	\$ -	\$ 13,330	\$ -
	\$ 15,400	\$ - \$ -	7	•	•	\$ - \$ -		\$ 12,902					-	-	T .	\$ -
Clubhouse Exterior Painting		т	\$ -		\$ -	•		· ·					•	\$ -		'
Shade Structure Fabric	\$ 7,270 \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ -			\$ - \$ -	-	\$ -	\$ 10,530	\$ -
Clubroom Restroom Refurbish Allowance	T	\$ -	\$ -	\$ -	\$ 17,117	\$ -	\$ -	\$ -	т	7	т	т	· .	\$ -	\$ -	\$ -
Pool/Fitness Restroom Refurbish Allowance	\$ -	\$ -	\$ -	\$ -	\$ 41,010	\$ -	\$ -	\$ -	\$ -	•		\$ -	\$ -	\$ -	\$ -	\$ -
Clubhouse Roofing Asphalt Architecture Singles	\$ -	Ş -	\$ -	\$ -	\$ 36,445	\$ -	\$ -	\$ -	\$ -			\$ -	Ş -	\$ -	\$ -	\$ -
Playground Equipment Allowance	\$ -	\$ -	\$ -	\$ -	\$ 47,547	\$ -	\$ -	\$ -	\$ -	т	т	\$ -	Ş -	\$ -	\$ -	\$ -
Pool Resurfacing Tile	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,276	-		•	\$ -	Ş -	\$ -	\$ -	\$ -
Wood Pergola Entry Feature Repair/Replace	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		т	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Courts Chain Link Coated Fence 10Ft	\$ -	Ş -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	•	\$ -	\$ -	\$ -
Phase 1 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Phase 2 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 290,123			\$ -		\$ -	\$ -	\$ -
Phase 3 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	•		\$ 368,378	\$ -	\$ -	\$ -	\$ -
Phase 4 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	•		\$ -		\$ -	\$ -	\$ -
Phase 5 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 494,196	\$ -	\$ -
Wood Pilings 50% / Strings / Deck - Pier	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 13,443		\$ -	\$ -	\$ -	\$ -
Furniture Allowance Patio Deck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,960	\$ -	\$ -	\$ -	\$ -	\$ 54,588
Aluminum Fence Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,857	\$ -	\$ -	\$ -
Vinyl Ranch Fence Entry	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,240	\$ -
Street Signs/Pools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,563	\$ -
Wood Bulkhead - Retention Pond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,434	\$ -
Decorative Light Poles - Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,911	\$ -
Decorative Light Poles - Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,300	\$ -
Wall Lanterns - Entry Feature	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,043	
Roofing Standing Seam Metal Panels Clubhouse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ 9,038	
Aluminum Railing Rear Patio/Ramp	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -		\$ -	\$ -	\$ 12,009
Concrete Pavers Pool Deck Patio	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		-	\$ -		\$ -	\$ -	\$ -
Pool Filtration Refurbishment Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-		\$ -	•	\$ -	\$ -	\$ -
Wood Cabinets / Counter Top Kitchen	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		-	\$ -	•	\$ -	\$ -	\$ -
Furniture Allowance Clubroom	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	•	\$ -	\$ -	\$ -
Wood Decking Covered Porch	1	1	\$ -			-	\$ -	1		-	-	\$ -			\$ -	\$ - \$ -
wood Decking Covered Porch	Ş -	Ş -	- ډ	Ş -	Ş -	Ş -	- ڊ	Ş -	Ş -	Ş -	- ب	- ب	Ş -	Ş -	- ب	- ب

Capital Reserve Finanical Model

	Planned Detail Expenditures										
Fiscal Year	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
	Oct39 -	Oct40 -	Oct41 -	Oct42 -	Oct43 -	Oct44 -	Oct45 -	Oct46 -	Oct47 -	Oct48 -	Oct49 -
Date	Sept40	Sept41	Sept42	Sept43	Sept44	Sept45	Sept46	Sept47	Sept48	Sept49	Sept50
Annual Expenditures	\$ -	\$ -	\$ -	\$ 365,004	\$ 31,675	\$ 861,574	\$ -	\$ -	\$ 694,308	\$ 51,613	\$ -
Description											
Parking Lot Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63,941	\$ -	\$ -
Pool Solar Panels	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Emergency Road Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security CCTV Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Flagpole Landscape Hardscape and Shrubs etc	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Fallen Leaf	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Champlain	· -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dog Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Basketball Court	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Projects	<u>\$</u> -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Ponds Fish Carps	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Relocate PlayGround Expand Parking Lot	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD1	\$ -	\$ -	\$ - \$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	\$ -	\$ -
TBD2	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$ -	\$ - \$ -	-	\$ -	\$ -	-	-
TBD3	Ψ		Ψ	•	•		т	•			•
	\$ - \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ -	\$ -	\$ -	\$ - \$ -	\$ -
TBD4	-	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	•	\$ -
TBD5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD6	Ş -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TBD7	Ş -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fountains Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fountains New	Ş -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Counts Asphalt Resurfacing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,230	\$ -	\$ -	\$ -	\$ -	\$ -
HVAC Heat Pump Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,854	\$ -	\$ -	\$ -	\$ -	\$ -
Clubhouse Exterior Painting	\$ -	\$ -	\$ -	\$ 14,117	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Shade Structure Fabric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Clubroom Restroom Refurbish Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,048	\$ -	\$ -
Pool/Fitness Restroom Refurbish Allowance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,199	\$ -	\$ -
Clubhouse Roofing Asphalt Architecture Singles	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,720	\$ -	\$ -
Playground Equipment Allowance	\$ -	\$ -	\$ -	\$ 68,863	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Resurfacing Tile	\$ -	\$ -	\$ -	\$ 110,652	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wood Pergola Entry Feature Repair/Replace	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tennis Courts Chain Link Coated Fence 10Ft	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 1 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 815,490	\$ -		\$ -	\$ -	\$ -
Phase 2 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,400	\$ -	\$ -
Phase 3 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 4 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Phase 5 Asphalt Mill & Overlay 1.5"	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wood Pilings 50% / Strings / Deck - Pier	· -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,470	\$ -
Furniture Allowance Patio Deck	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,977	\$ -
Aluminum Fence Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Vinyl Ranch Fence Entry	Ś -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Signs/Pools	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wood Bulkhead - Retention Pond	ς -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Decorative Light Poles - Pool	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Decorative Light Poles - Site	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wall Lanterns - Entry Feature	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Roofing Standing Seam Metal Panels Clubhouse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aluminum Railing Rear Patio/Ramp	\$ - \$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Concrete Pavers Pool Deck Patio		\$ -	-	\$ 130,054	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ - \$ -
	<u>-</u>		т		-			-		-	
Pool Filtration Refurbishment Allowance		\$ -	\$ -	\$ 41,318	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Wood Cabinets / Counter Top Kitchen	\$ -	\$ -	\$ -	\$ -	\$ 16,676		\$ -	\$ -	\$ -	\$ -	\$ -
Furniture Allowance Clubroom	\$ -	\$ -	\$ -	\$ -	\$ 14,999		\$ -	\$ -	\$ -	\$ -	\$ -
Wood Decking Covered Porch	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,166	\$ -



RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES FOR PATRON CLUBS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District wishes to facilitate enjoyment of the District's amenity facilities by setting out terms for use of the District's facilities by Patron Clubs, as defined at **Exhibit A**; and

WHEREAS, the Board of Supervisors of the District ("Board") accordingly finds that it is in the best interest of the District to establish by resolution *Patron Club Policies* ("Policies"), as may be amended or updated from time to time, for immediate use and application.

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

- **SECTION 1.** The Policies attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Policies shall remain in full force and effect until such time as the Board may amend or replace them.
- **SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of November, 2023.

ATTEST:	AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

Exhibit A: Patron Club Policies

· mmnam

EXHIBIT A

AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT Patron Club Policies

<u>PURPOSE</u>: The Amelia Walk Community Development District (the "**District**") permits Patron Clubs ("**Clubs**") in order to promote recreation and provide opportunities for socializing to benefit the residents and paid annual users (together, "**Patrons**") of the District. Patron Clubs are restricted to District Patrons and their guests. Patron Clubs may meet in the District's facilities, when available and as described herein.

STARTING A CLUB:

Each Club must have a Club leader, who must be a resident or paid annual user. The Club leader is responsible for the following:

- 1. Create a concept for a Club.
- 2. Apply to the District for use of the District's facilities, as provided for herein.
- 3. Find a location for the Club to meet.
- 4. Be responsible for Club activities and content for Club meetings.
- 5. Abide by the rules and policies set forth by the District.
- 6. Report Club attendance to the District upon request.
- 7. Provide reasonable information on Clubs, including membership and activities, upon request by the District.

CLUB POLICIES:

- 1. All records and activities of all Clubs may be considered public records and may be subject to public disclosure upon request. This includes Club membership rolls. Clubs must provide reasonable information, including membership and activities, upon request by the District.
- 2. Clubs must be open to all Patrons and their guests. Guest attendance is subject to the rules and policies set forth in the *Policies Regarding the Use of the District's Amenity Center*.
- 3. Each Club must have a co-leader and/or someone designed to take the primary leader's place or serve as next-in-line for decisions if the leader is unavailable or leaves the role.
- 4. No person shall be compensated, in any manner, for their involvement or leadership of a Club or for any other reason.
- 5. Clubs may not represent that they are endorsed or sponsored by the District.
- 6. No fees may be charged except for nominal amounts to cover incidental Club expenditures.
- 7. All activities of the Club must be legal and in accordance with the District's Policies. Failure to abide by any District rules or policies may result in suspension of amenity privileges, dissolution of the Club, or other District action.

- 8. Note that the District does not endorse or express an opinion on any Club or any activities within or opinions expressed by a Club. No Club is considered an agent or arm of the District in any way whatsoever.
- 9. Authorized Patron Clubs may use the District's facilities in accordance with the District's Policies upon submission of a Club Facility Use Application. Facility use will be determined on a first come, first served basis. The District Amenity Manager has the authority to reschedule any Club facility use if there is a paid facility rental or District event.

[Reminder of Page Intentionally Left Blank]

AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT Patron Clubs – Application

Patron Clubs are an enhancement to the Patrons of the Amelia Walk Community Development District ("**District**"). Clubs at the District are designed to help residents and paid annual users (together, "**Patron(s)**", which shall have the same meaning as the term "Patron(s)" as defined in the District's *Policies Regarding the Use of the District's Amenity Center*) to pursue common interests in hobby, recreational, social, service and cultural endeavors, while building community spirit and expanding horizons. All Clubs are required to complete the following form in order to use District facilities.

Starting a Club is a three-step process:

- A. Complete the form below and return it to the Amenity Manager's Office, as noted below.
- B. The District will review the form for completeness and compliance and for availability of District facilities, if applicable.
- C. The District will communicate either approval or the reason for denial and next steps.

1.	Club name:			
2.	Club leader/main contact:			
	Name:			
	Address :			
	Phone Number:			
	Email address:			
3.	Please tell us about your	Club. For example, what kind	l of activities/functions do	es your Club plan
	to host? (Please attach a	dditional pages as necessary.)		
4.	Please mark which categor	ories are applicable to the Club of	or Interest Group:	
	□ Arts & Crafts	□ Community	□ Culture	□ Education
		□ Recreation & Leisure	□ Sports & Athletics	□ Other

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

 Please list the contact information of at least one alternate leader in your absence or departure. 	e other District Patron (Club member) who may be an
Name:	
Address:	
Phone Number:	Email Address:
Name:	
Address:	
Phone Number:	Email Address:
5. Did you read and understand the rules applying Amenity Policies, and hereby certify on behalf Club will follow and abide by such rules and A	of yourself and the members of the Club that the
□ Yes □ No	
[Please proceed	to following page]

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

Authority and Disclaimer

The Amelia Walk Community Development District ("**District**") reserves the right to grant or reasonably deny a request for a Club. The Club Leader, as well as Club events, activities, programs, etc., should reflect the spirit and values of the District at all times and adhere to adopted District policies and rules. The District reserves the right to cancel a Club at any time, for reasons including but not limited to: inactivity by the leader and/or lack of participation by members, Club Leader(s) lack of standing with the District, unreasonable actions of the club leader, violation of policies or rules, action arising from member(s) concerns, etc. All Clubs and their respective members are solely responsible for funding Club activities, complying with all applicable laws, rules, and regulations, and for ensuring the safety of members and others participating in Club activities or using the facilities. The District reserves the right, without further approval or compensation, to include Club activities, photographs of activities and members, etc., for marketing, promotional and educational purposes.

The Club, its leader and its members hereby agree to defend, indemnify and hold harmless the District and its respective officers, agents, employees and contractors, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities from any and all liability, claims, actions, suits or demands by any person, corporation, governmental body or other entity, including all principals, employees, agents and representatives of the club, for any claims, injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the Club's use of the District's facilities, services, funds or property whatsoever, including all of its members, guests and invitees, and including litigation or any appellate proceedings with respect thereto. The Club, its leader and its members, its guests and invitees agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or any other statute or law.

The undersigned hereby agrees to these policies and acknowledges the disclaimer set forth above:

Signature: _______ Address: _______

Print Name: ______ Phone #: _______

Please return application to:

Amelia Walk Community Development District c/o Kelly Mullins
85287 Majestic Walk Boulevard
Fernandina Beach, Florida 32034
ameliawalkmanager@gmsnf.com

For District Use Only:

Approval Granted: □ YES, date: _____ □ NO

FACILITY USE APPLICATION: AUTHORIZED CLUBS

Name of Applicant:	:				
Name of Authorize	d Club:				in i
Applicant's Street A	Address:				
Phone:		Email:			
Intended Use:			Estimated Atter	dance:	
Facility Requested:	□ Gathering Room □ Ac	tivity Room	on (Tennis Court/Multipurpo	se Field)	ors, officers, other entity, nage of any oe construed
Requested Days/D	eates/Times (4-hour max, i	nclusive of set-up and clean-up	times)		
Facility	Date	Start Time	End Time	CDD Approval (GM	
				initials)	
			nelia Walk Community Development District ("District") and its Supervisors, officers, liability, claims, actions, suits, or demands by any person, corporation, or other entity, by any person, corporation, or other entity for injuries, death, property damage of any se of the Facilities or surrounding areas. Nothing herein shall constitute or be construed granted pursuant to Section 768.28, Fla. Stat. or other law. will result in expulsion from the Facilities and/or loss of amenity privileges in		
directors, consultation for liability, clain nature arising out	ants and staff from any a ns, actions, suits, or dem of or in connection with	and all liability, claims, action nands by any person, corpora the use of the Facilities or su	ns, suits, or demands by a tion, or other entity for i arrounding areas. Nothing	ny person, corporation, or other ent njuries, death, property damage of sherein shall constitute or be constr-	ity, any
	ny District rules or po the applicable disciplin		ion from the Facilities	and/or loss of amenity privileges	in
may result in the an am financially range insurance policy Patrons (as that to	suspension or termination responsible for any dama naming the District and erm is defined in the Dis	n of any privileges to use the ages caused by me, my famil its agents, supervisors, offic trict's Policies) may submit a	District's amenity facility by members, and my guesers, directors, employees a Facility Use Application	es ("Facilities"). I also understand t sts. If requested, I will obtain an ev	hat ent nly rea
Signature of Appl	licant		Date		

RIGHTS OF AMELIA WALK COMMUNITY DEVELOMENT DISTRICT:

- The District reserves the right to deny any Application based on safety, site capacity, scheduling considerations, potential for community disturbances, or other issues impacting the community;
- The District reserves the right to determine if the Facilities can be rented for a specified event;
- The District has full authority to enforce the safety and well-being of all attendees and may end an event and close the Facilities if necessary; and
- The District may suspend privileges for unbecoming behavior such as foul or abusive language, vandalism, fighting, damage to the rental space, and/or failing to follow any rule regulating the Facilities.

RESPONSIBLITIES OF THE APPLICANT:

- Applicant must be present throughout the entire duration of the scheduled event;
- Applicant shall ensure all guests understand and abide by the terms and conditions of the District's rules and policies.
- Applicant shall ensure that only District residents, paid annual users, and their guests participate in the Club activities. Guest attendance is governed by the District's amenity policies.
- Applicant is responsible for properly cleaning Facilities after each use. Such cleaning shall include, but is not limited to, trash removal, furniture cleaning, sweeping and mopping of floors (as necessary), removal of decorations, picking up litter in restrooms, ensuring all lights are turned off, and to ensure all appliances are cleaned and turned off.

PROHIBITIONS: All use of the Facilities is subject to the District's rules and policies. Among other rules and policies, the following are prohibited:

Alcohol

Pets;

Smoking;

Excessively loud music;

Bon fires;

Damp, wet, dirty, sweaty, or muddy swim attire, clothing or shoes;

Sparklers and fireworks;

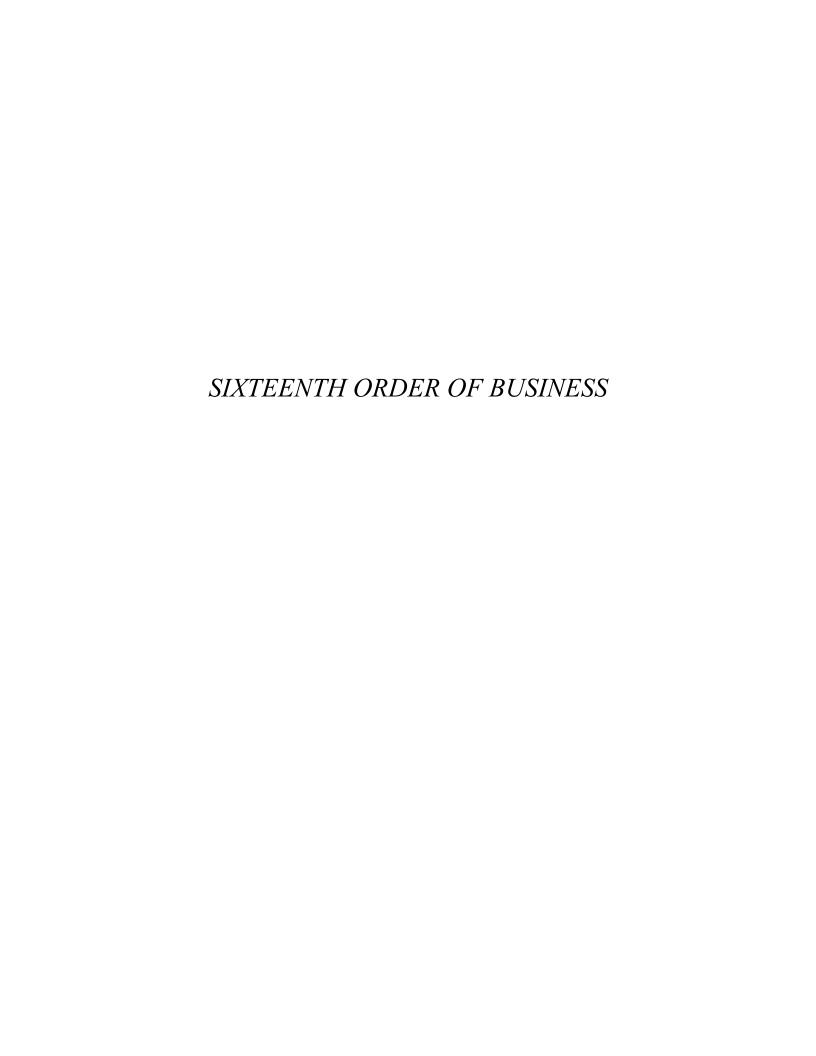
Gambling or other illegal activity

The use of paint, glitter, confetti, dye, or the use of nails, screws, or staples;

Glass of any sort around the pool deck; and

The use of propane.

Type of Use	Document Needed	Fee Required	Guest Policy	Reserved Space?	Fee Permitted to be Charged for Activities?
General Patron Use	Access Card Forms	No	Subject to Amenity Policies	No	No
Patron Clubs	Facility Use Application	No	Subject to Amenity Policies	Yes	No
Patron Rental	Rental Application	Yes – rental fee under Amenity Rules	Unlimited guests allowed (up to capacity limits)	Yes	No
Vendor/Instructor	Vendor Agreement	No - Percentage of revenues may be required subject to Board direction	Subject to Board direction	Subject to Board direction	Yes



A.

Community Development District

Unaudited Financial Reporting

November 30, 2023



Table of Contents

Balance Sho	heet
General Fu	₹und
	una
Debt Service Fund Series 20	2012
Debt Service Fund Series 20	2016
Debt Service Fund Series 20	2018
Debt Service Fund Series 2018-	3-3B
Debt Service Fund Series 20	2023
Capital Reserve Fu	<u>und</u>
Capital Projects Fund Series 20	2016
Capital Projects Fund Series 20	2018
Capital Projects Fund Series 2018-	3-3B
Capital Projects Fund Series 20	2023
Month to Mor	onth
Long Term Debt Rep	port
21 Check Run Summa	nary
Assessment Receipt Sched	dule

Community Development District

Combined Balance Sheet November 30, 2023

		General	D	ebt Service	Сар	oital Projects		Totals
		Fund		Fund		Fund	Gover	nmental Fund
Assets:								
Cash:								
Operating Account-Wells Fargo Bank	\$	57,578	\$	-	\$	-	\$	57,57
Operating Account-Seacoast Bank	\$	5,000	\$	-	\$	-	\$	5,00
Capital Projects Account	\$	-	\$	-	\$	161,678	\$	161,67
Accounts Receivable	\$	2,256	\$	-	\$	-	\$	2,25
Oue from Debt Service	\$	13,469	\$	-	\$	-	\$	13,46
Oue from General Fund	\$	-	\$	-	\$	8,027	\$	8,02
Electric Deposits	\$	515	\$	-	\$	-	\$	51
nvestments:	\$	-						
US Bank Custody	\$	111,809	\$	-	\$	-	\$	111,80
Series 2012								
Reserve	\$	-	\$	60,861	\$	-	\$	60,86
Revenue	\$	-	\$	72,765	\$	-	\$	72,76
Prepayment	\$	-	\$	7,794	\$	-	\$	7,79
Series 2016								
Reserve	\$	-	\$	183,575	\$	-	\$	183,57
Revenue	\$	-	\$	85,073	\$	-	\$	85,07
Prepayment	\$	-	\$	300	\$	-	\$	30
Construction	\$	-	\$	-	\$	1,455	\$	1,45
Series 2018	*		*		*	1,100	*	2,10
Reserve	\$	_	\$	341,414	\$	_	\$	341,41
Revenue	\$	_	\$	129,748	\$	_	\$	129,74
	\$	_	\$	82,129	\$	_	\$	82,12
Prepayment		-		02,129				
Construction	\$	-	\$	-	\$	874	\$	87
Series 2018-3B	_						_	
Reserve	\$	-	\$	559,650	\$	-	\$	559,65
Revenue	\$	-	\$	157,091	\$	-	\$	157,09
Construction	\$	-	\$	-	\$	2,007	\$	2,00
Series 2023								
Cap Interest	\$	-	\$	68,765	\$	-	\$	68,7 <i>6</i>
Construction	\$	-	\$	-	\$	895,500	\$	895,50
Cost of Issuance	\$	-	\$	-	\$	33,460	\$	33,46
otal Assets	\$	190,626	\$	1,749,165	\$	1,103,002	\$	3,042,79
iabilities:								
ccounts Payable	\$	11,220	\$	-	\$	-	\$	11,22
ontracts Payable	\$	-	\$	-	\$	-	\$	-
eferred Revenue	\$	-	\$	-	\$	-	\$	-
eposit-Office Lease	\$	200	\$	-	\$	-	\$	20
Due to Capital Projects	\$	8,027	\$	-	\$	-	\$	8,02
Oue to Debt Service	\$	-	\$	_	\$	-	\$	· -
Due to Developer	\$	_	\$	_	\$	_	\$	_
Oue to General Fund	\$	_	\$	13,469	\$	_	\$	13,46
tetainage Payable	\$	_	\$	13,407	\$	_	\$	13,40
etalliage rayable	φ	-	φ	-	φ	-	Φ	-
otal Liabilites	\$	19,447	\$	13,469	\$	-	\$	32,93
und Balance:								
onspendable:								
Prepaid Items	\$	515	\$	-	\$	-	\$	51
estricted for:								
Debt Service - Series 2012	\$	-	\$	140,252	\$	-	\$	140,25
Debt Service - Series 2016	\$	-	\$	267,015	\$	-	\$	267,01
Debt Service - Series 2018	\$	-	\$	548,577	\$	_	\$	548,57
Debt Service - Series 2018-3B	\$	_	\$	711,087	\$	_	\$	711,08
Debt Service - Series 2010-3B	\$	_	\$	68,765	\$	_	\$	68,76
	\$ \$	-	\$ \$	00,703	\$ \$	- 1 /FF	\$ \$	
Capital Projects - Series 2016		-		-		1,455		1,45
Capital Projects - Series 2018	\$	-	\$	-	\$	874	\$	87
0 1 1 1 1 1 1 0 1 0010 00		-	\$	-	\$	2,007	\$	2,00
	\$				\$	928,960	\$	928,96
Capital Projects - Series 2023	\$	-	\$	-	Ψ	720,700	Ψ.	
ssigned for:	\$	-		-				
Capital Projects - Series 2023 ssigned for: Capital Reserves	\$ \$	-	\$	-	\$	169,706	\$	169,70
Capital Projects - Series 2023 ssigned for: Capital Reserves	\$	- 170,664		- - -				169,70
Capital Projects - Series 2023 ssigned for: Capital Reserves nassigned	\$ \$	170,664 171,179	\$	1,735,696	\$		\$	169,70 170,66
Capital Projects - Series 2023 Assigned for: Capital Reserves Jnassigned Fotal Fund Balances	\$ \$ \$	171,179	\$ \$		\$ \$	169,706 - 1,103,002	\$ \$	169,70 170,66 3,009,87
Capital Projects - Series 2023 ssigned for: Capital Reserves nassigned	\$ \$ \$		\$	1,735,696 1,749,165	\$	169,706 -	\$ \$	169,7 170,6

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

 $For \, The \, Period \, Ending \, November \, 30,2023$

	Adopted	Pror	ated Budget		Actual		
	Budget	Thr	u 11/30/23	Thr	u 11/30/23	I	/ariance
Revenues:							
Assessments - Tax Roll	\$ 855,786	\$	105,270	\$	105,270	\$	-
Interlocal Agreement	\$ 27,076	\$	4,513	\$	4,513	\$	(0
Interest Income	\$ 3,825	\$	638	\$	667	\$	30
Other Income-Clubhouse	\$ 500	\$	83	\$	1,203	\$	1,120
Other Income-Comcast	\$ 10,614	\$	1,769	\$	-	\$	(1,769
Other Income-Non Resident User Fees	\$ -	\$	-	\$	4,000	\$	4,000
Total Revenues	\$ 897,801	\$	112,272	\$	115,653	\$	3,381
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 12,000	\$	2,000	\$	2,800	\$	(800
FICA Expense	\$ 842	\$	140	\$	214	\$	(74
Engineering Fees	\$ 10,000	\$	1,667	\$	2,325	\$	(658
Assessment Roll Administration	\$ 5,000	\$	5,000	\$	5,000	\$	
Dissemination	\$ 3,500	\$	583	\$	583	\$	((
Dissemination-Amortization Schedules	\$ 1,200	\$	200	\$	-	\$	200
Γrustee Fees	\$ 14,000	\$	2,333	\$	-	\$	2,333
Arbitrage	\$ 2,400	\$	400	\$	-	\$	400
Attorney Fees	\$ 50,000	\$	8,333	\$	7,704	\$	630
Annual Audit	\$ 4,000	\$	667	\$	-	\$	667
Management Fees	\$ 53,582	\$	8,930	\$	8,930	\$	(0
Information Technology	\$ 800	\$	133	\$	133	\$	(0
Website Maintenance	\$ 400	\$	67	\$	67	\$	(
Гravel & Per Diem	\$ 500	\$	83	\$	-	\$	83
Гelephone	\$ 700	\$	117	\$	208	\$	(92
Postage	\$ 500	\$	83	\$	78	\$!
Printing	\$ 1,000	\$	167	\$	181	\$	(14
insurance	\$ 11,429	\$	11,429	\$	10,286	\$	1,143
Legal Advertising	\$ 5,500	\$	917	\$	2,107	\$	(1,190
Other Current Charges	\$ 500	\$	83	\$	19	\$	6
Office Supplies	\$ 100	\$	17	\$	0	\$	10
Dues, Licenses & Subscriptions	\$ 175	\$	29	\$	175	\$	(146
Fotal General & Administrative	\$ 178,127	\$	43,378	\$	40,811	\$	2,567

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

 $For \, The \, Period \, Ending \, November \, 30,2023$

		Adopted Budget		rated Budget u 11/30/23	The	Actual u 11/30/23		Variance
		ьиидеі	1111	u 11/30/23	1111	u 11/30/23		variance
Operations & Maintenance								
Contract Services								
Landscaping & Fertilization Maintenance	\$	175,000	\$	29,167	\$	24,838	\$	4,329
Fountain Maintenance	\$	2,400	\$	400	\$	-	\$	400
Lake Maintenance	\$	28,620	\$	4,770	\$	4,650	\$	120
Security	\$	8,684	\$	1,447	\$	2,457	\$	(1,010
Refuse	\$	12,000	\$	2,000	\$	1,567	\$	433
Management Company	\$	15,876	\$	2,646	\$	2,646	\$	
Subtotal Contract Services	\$	242,580	\$	40,430	\$	36,158	\$	4,272
Repairs and Maintenance								
Repairs & Maintenance	\$	30,000	\$	5,000	\$	7,053	\$	(2,053
Landscaping Extras (Flowers & Mulch)	\$	18,309	\$	3,052	\$	6,328	\$	(3,276
Irrigation Repairs	\$	8,000	\$	1,333	\$	-	\$	1,333
Speed Control	\$	12,000	\$	2,000	\$	1,252	\$ \$	748
Subtotal Repairs and Maintenance	\$	68,309	\$	11,385	\$	14,633	\$	(3,248
							\$	
Utilities								
Electric	\$	27,438	\$	4,573	\$	4,581	\$	(8
Streetlighting	\$	37,220	\$	6,203	\$	6,444	\$	(24)
Water & Wastewater	\$	80,000	\$	13,333	\$	8,135	\$ \$	5,198
Subtotal Utilities	\$	144,658	\$	24,110	\$	19,161	\$	4,949
Annual transfer Court on							\$	
Amenity Center	¢	22.024	¢	22.024	¢	24.446	¢	((2)
Insurance Pool Maintenance	\$ \$	33,824 15,000	\$ \$	33,824 2,500	\$ \$	34,446 4,950	\$ \$	(623 (2,450
Pool Permit	\$	300	\$	50	\$	4,530	\$	5(
Amenity Management	\$	78,000	\$	13,000	\$	13,000	\$	30
Cable TV/Internet/Telephone	\$	6,000	\$	1,000	\$	918	\$	82
Janitorial Service	\$	12,004	\$	2,001	\$	2,001	\$	((
Special Events	\$	10,000	\$	1,667	\$	2,041	\$	(374
Decorations-Holiday	\$	4.000	\$	667	\$	1,390	\$	(724
Facility Maintenance (including Fitness Equip)	\$	5,000	\$	833	\$	1,069	\$	(236
Lease	\$	-	\$	-	\$		\$	(230
Subtotal Amenity Center	\$	164,127	\$	55,541	\$	59,815	\$	(4,275
	-			,		21,020	-	(-,:-
Reserves		400000						
Capital Reserves (Transfer out to CRF)	\$	100,000	\$	16,667	\$	<u>-</u>	\$ \$	16,66
Subtotal Reserves	\$	100,000	\$	16,667	\$	-	\$	16,66
Total Operations & Maintenance	\$	719,675	\$	148,132	\$	129,767	\$ \$	18,365
Total operations & Maintenance	Ψ	717,073	Ψ	140,132	Ψ	127,707	Ψ	10,30.
Total Expenditures	\$	897,801	\$	191,510	\$	170,578	\$	20,932
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(54,925)		
Net Change in Fund Balance	\$				\$	(54,925)		
Fund Balance - Beginning					\$	226,105		
Fund Balance - Ending					\$	171,179		

Community Development District

Debt Service Fund Series 2012

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget		Actual			
		Budget		Thru 11/30/23		u 11/30/23	Variance	
Revenues:								
Assessments - Tax Roll	\$	113,025	\$	13,790	\$	13,790	\$	-
Assessments - Prepayments			\$	-	\$	7,563	\$	7,563
Interest	\$	-	\$	-	\$	625	\$	625
Total Revenues	\$	113,025	\$	13,790	\$	21,978	\$	8,188
Expenditures:								
Interest - 11/1	\$	29,700	\$	29,700	\$	29,425	\$	275
Principal - 5/1	\$	55,000	\$	-	\$	-	\$	-
Interest - 5/1	\$	29,700	\$	-	\$	-	\$	-
Total Expenditures	\$	114,400	\$	29,700	\$	29,425	\$	275
Excess (Deficiency) of Revenues over Expenditures	\$	(1,375)			\$	(7,447)		
Net Change in Fund Balance	\$	(1,375)			\$	(7,447)		
Fund Balance - Beginning	\$	86,446			\$	147,699		
Fund Balance - Ending	\$	85,071			\$	140,252		

Community Development District

Debt Service Fund Series 2016

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Pror	Prorated Budget		Actual			
	Budget		Thr	Thru 11/30/23		Thru 11/30/23		Variance	
Revenues:									
Assessments - Tax Roll	\$	183,575	\$	30,596	\$	23,010	\$	(7,586)	
Interest	\$	-	\$	-	\$	1,503	\$	1,503	
Total Revenues	\$	183,575	\$	30,596	\$	24,513	\$	(6,083)	
Expenditures:									
Interest - 11/1	\$	68,525	\$	68,525	\$	68,525	\$	-	
Principal - 11/1	\$	45,000	\$	45,000	\$	45,000	\$	-	
Interest - 5/1	\$	67,288	\$	-	\$	-	\$	-	
Total Expenditures	\$	180,813	\$	113,525	\$	113,525	\$	-	
Excess (Deficiency) of Revenues over Expenditures	\$	2,763			\$	(89,012)			
Net Change in Fund Balance	\$	2,763			\$	(89,012)			
Fund Balance - Beginning	\$	163,334			\$	356,027			
Fund Balance - Ending	\$	166,097			\$	267,015			

Community Development District

Debt Service Fund Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget			Actual	
	Budget		Thru 11/30/23		Thru 11/30/23		Variance
Revenues:							
Assessments - Tax Roll	\$	455,219	\$	55,835	\$	55,835	\$ -
Assessments - Prepayments			\$	-	\$	49,937	\$ 49,937
Interest	\$	-	\$	-	\$	3,282	\$ 3,282
Total Revenues	\$	455,219	\$	55,835	\$	109,054	\$ 53,219
Expenditures:							
Interest - 11/1	\$	164,353	\$	27,392	\$	164,353	\$ (136,961)
Principal - 11/1	\$	125,000	\$	20,833	\$	125,000	\$ (104,167)
Special Call - 11/1	\$	-	\$	-	\$	35,000	\$ (35,000)
Interest - 5/1	\$	161,853	\$	-	\$	-	\$ -
Total Expenditures	\$	451,206	\$	48,226	\$	324,353	\$ (276,128)
Excess (Deficiency) of Revenues over Expenditures	\$	4,013			\$	(215,299)	
Net Change in Fund Balance	\$	4,013			\$	(215,299)	
Fund Balance - Beginning	\$	352,589			\$	763,876	
Fund Balance - Ending	\$	356,601			\$	548,577	

Community Development District

Debt Service Fund Series 2018-3B

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prora	Prorated Budget		Actual		
	Budget		Thru	Thru 11/30/23		Thru 11/30/23		Variance
Revenues:								
Assessments - Tax Roll	\$	532,363	\$	64,041	\$	64,041	\$	-
Assessments - Prepayments			\$	-	\$	-	\$	-
Interest	\$	-	\$	-	\$	4,829	\$	4,829
Total Revenues	\$	532,363	\$	64,041	\$	68,870	\$	4,829
Expenditures:								
Interest - 11/1	\$	196,769	\$	32,795	\$	196,769	\$	(163,974)
Principal - 11/1	\$	140,000	\$	23,333	\$	140,000	\$	(116,667)
Special Call - 11/1	\$	-	\$	-	\$	165,000	\$	(165,000)
Interest - 5/1	\$	193,706	\$	-	\$	-	\$	-
Total Expenditures	\$	530,475	\$	56,128	\$	501,769	\$	(445,641)
Excess (Deficiency) of Revenues over Expenditures	\$	1,888			\$	(432,898)		
Net Change in Fund Balance	\$	1,888			\$	(432,898)		
Fund Balance - Beginning	\$	407,100			\$	1,143,985		
Fund Balance - Ending	\$	408,987			\$	711,087		

Community Development District

Debt Service Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted		Prorated Budget			Actual		
	Budget		Thru 1	Thru 11/30/23		11/30/23	Variance	
Revenues:								
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	÷	\$	-	\$	-	\$	-
Expenditures:								
Interest - 11/1	\$	-	\$	-	\$	-	\$	-
Principal - 11/1	\$	-	\$	-	\$	-	\$	-
Interest - 5/1	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	-		
Other Financing Sources/(Uses):								
Bond Proceeds	\$	-	\$	-	\$	68,765	\$	68,765
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	68,765	\$	68,765
Net Change in Fund Balance	\$				\$	68,765		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	68,765		

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

 $For \, The \, Period \, Ending \, November \, 30,2023$

	Adopted		Prorated Budget		Actual			
	Budget		Thru 11/30/23		Thru 11/30/23		7	/ariance
Revenues								
Developer Contributions	\$	-	\$	-	\$	-	\$	-
Interest	\$	-	\$	-	\$	1,834	\$	1,834
Total Revenues	\$	-	\$	-	\$	1,834	\$	1,834
Expenditures:								
Capital Outlay	\$	100,000	\$	28,571	\$	51,736	\$	(23,164)
Total Expenditures	\$	100,000	\$	28,571	\$	51,736	\$	(23,164)
Excess (Deficiency) of Revenues over Expenditures	\$	(100,000)			\$	(49,902)		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	100,000	\$	28,571	\$	-	\$	(28,571)
Total Other Financing Sources (Uses)	\$	100,000	\$	28,571	\$	-	\$	(28,571)
Net Change in Fund Balance	\$	-			\$	(49,902)		
Fund Balance - Beginning					\$	219,608		
Fund Balance - Ending					\$	169,706		

Community Development District

Capital Projects Fund Series 2016

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2023 $\,$

	Adopted Budget		Prorated Budget Thru 11/30/23		ctual l 1/30/23	Variance	
Revenues							
Interest	\$	-	\$ -	\$	6	\$	6
Total Revenues	\$	-	\$ -	\$	6	\$	6
Expenditures:							
Capital Outlay	\$	-	\$ -	\$	-	\$	-
Total Expenditures	\$	-	\$ -	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$			\$	6		
Net Change in Fund Balance	\$	-		\$	6		
Fund Balance - Beginning				\$	1,449		
Fund Balance - Ending				\$	1,455		

Community Development District

Capital Projects Fund Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

 $For \, The \, Period \, Ending \, November \, 30,2023$

	Adopted Budget		Prorated Budget Thru 11/30/23		ctual 1/30/23	Variance	
Revenues							
Interest	\$	-	\$ -	\$	4	\$	4
Total Revenues	\$	-	\$ -	\$	4	\$	4
Expenditures:							
Capital Outlay	\$	-	\$ -	\$	-	\$	-
Total Expenditures	\$	-	\$ -	\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$			\$	4		
Net Change in Fund Balance	\$	-		\$	4		
Fund Balance - Beginning				\$	871		
Fund Balance - Ending				\$	874		

Community Development District

Capital Projects Fund Series 2018-3B

Statement of Revenues, Expenditures, and Changes in Fund Balance

 $For \, The \, Period \, Ending \, November \, 30,2023$

	Ado Buo	pted lget	d Budget 1/30/23	ctual 11/30/23	Va	riance
Revenues						
Interest	\$	-	\$ -	\$ 8	\$	8
Total Revenues	\$	-	\$ -	\$ 8	\$	8
Expenditures:						
Capital Outlay	\$	-	\$ -	\$ -	\$	-
Total Expenditures	\$	-	\$ -	\$ -	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$	-		\$ 8		
Net Change in Fund Balance	\$	-		\$ 8		
Fund Balance - Beginning				\$ 1,999		
Fund Balance - Ending				\$ 2,007		

Community Development District

Capital Projects Fund Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

 $For \, The \, Period \, Ending \, November \, 30,2023$

	Ado	opted	Prora	ted Budget		Actual	
	Budget 1			11/30/23	Th	ru 11/30/23	Variance
Revenues							
Interest	\$	-	\$	-	\$	-	\$ -
Total Revenues	\$	-	\$	=	\$	=	\$ -
Expenditures:							
Capital Outlay	\$	-	\$	-	\$	-	\$ -
Cost of Issuance	\$	-	\$	-	\$	132,275	\$ (132,275)
Total Expenditures	\$	-	\$	-	\$	132,275	\$ (132,275)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(132,275)	
Other Financing Sources/(Uses)							
Bond Proceeds	\$	-	\$	-	\$	1,061,235	\$ 1,061,235
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	1,061,235	\$ 1,061,235
Net Change in Fund Balance	\$	-			\$	928,960	
Fund Balance - Beginning					\$	-	
Fund Balance - Ending					\$	928,960	

Community Development District

Month to Month FY 2024

	0ct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Revenues:													
Assessments - Tax Roll	\$ - \$	105,270 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	105,270
Interlocal Agreement	\$ 2,256 \$	2,256 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,513
Interest Income	\$ - \$	667 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	667
Other Income-Clubhouse	\$ 647 \$	556 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,203
Other Income-Comcast	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Other Income-Non Resident User Fees	\$ 4,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,000
Total Revenues	\$ 6,903 \$	108,749 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	115,653
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 800 \$	2,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,800
FICA Expense	\$ 61 \$	153 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	214
Engineering Fees	\$ 2,325 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,325
Assessment Roll Administration	\$ 5,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,000
Dissemination	\$ 292 \$	292 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	583
Dissemination-Amortization Schedules	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Trustee Fees	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Arbitrage	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Attorney Fees	\$ 7,704 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,704
Annual Audit	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Management Fees	\$ 4,465 \$	4,465 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,930
Information Technology	\$ 67 \$	67 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	133
Website Maintenance	\$ 33 \$	33 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	67
Travel & Per Diem	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Telephone	\$ 86 \$	122 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	208
Postage	\$ 50 \$	29 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	78
Printing	\$ 98 \$	83 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	181
Insurance	\$ 10,286 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	10,286
Legal Advertising	\$ 2,018 \$	89 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,107
Other Current Charges	\$ - \$	19 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	19
Office Supplies	\$ 0 \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	0
Dues, Licenses & Subscriptions	\$ 175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	\$ 33,459 \$	7,352 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	40,811

Community Development District

Month to Month FY 2024

	0ct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Total
Operations & Maintenance													
Contract Services													
Landscaping & Fertilization Maintenance	\$ 12,002 \$	12,836 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	24,838
Fountain Maintenance	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Lake Maintenance	\$ 2,325 \$	2,325 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,650
Security	\$ 1,937 \$	520 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,457
Refuse	\$ 1,438 \$	129 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,567
Management Company	\$ 1,323 \$	1,323 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,646
Subtotal Contract Services	\$ 19,026 \$	17,132 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	36,158
Repairs and Maintenance													
	\$ 4.012 6	2140 €	¢	ė	ė	¢		ė	¢	¢	¢	¢	7.053
Repairs & Maintenance	4,913 \$	2,140 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	7,053
Landscaping Extras (Flowers & Mulch)	\$ 6,328 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,328
Irrigation Repairs	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Speed Control	\$ - \$	1,252 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,252
Subtotal Repairs and Maintenance	\$ 11,241 \$	3,392 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	14,633
Utilities													
Electric	\$ 2,355 \$	2,226 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,581
	\$ 3,222 \$	3,222 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,444
Streetlighting	\$		•				•	•	•				
Water & Wastewater	\$ 4,258 \$	3,878 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	8,135
Subtotal Utilities	\$ 9,835 \$	9,326 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	19,161
Amenity Center													
Insurance	\$ 34,446 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	34,446
	\$ 2,855 \$	2,095 \$	- \$	- \$	- \$	- \$	- \$	- \$		- \$		- \$	
Pool Maintenance Pool Permit	\$ 2,855 \$ - \$	2,095 \$ - \$	- \$	- \$			- \$ - \$	- \$	- \$	- \$	- \$ - \$	- \$	4,950
			•		- \$	- \$	•	•	- \$			•	
Amenity Management	\$ 6,500 \$	6,500 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	13,000
Cable TV/Internet/Telephone	\$ 459 \$	459 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	918
Janitorial Service	\$ 1,000 \$	1,000 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,001
Special Events	\$ 2,041 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,041
Decorations-Holiday	\$ 939 \$	452 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,390
Facility Maintenance (including Fitness Equip)	\$ - \$	1,069 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,069
Lease	\$ - \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Subtotal Amenity Center	\$ 48,240 \$	11,575 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	59,815
Total Operations & Maintenance	\$ 88,341 \$	20,525 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	129,767
-				•		· ·							
Total Expenditures	\$ 121,801 \$	27,876 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	170,578
Excess (Deficiency) of Revenues over Expenditures	\$ (114,897) \$	80,873 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(54,925
Net Change in Fund Balance	\$ (114,897) \$	80,873 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	(54,925

Community Development District

Long Term Debt Report

Serie	s 2012A-1, Special Assessment Bonds	
Interest Rate;	5.50%	
Maturity Date:	5/1/37	
Reserve Fund Definition:	50% Max Annual Debt Service	
Reserve Fund Requirement:	\$56,512.50	
Reserve Fund Balance:	\$60,861.21	
Bonds outstanding - 9/30/2023		\$1,070,000.00
Less:	May 1, 2024 (Mandatory)	\$0.00
Current Bonds Outstanding		\$1,070,000.00

	Series 2016A-2, Special Assessment Bonds	
Interest Rate;	5.50%	
Maturity Date:	11/1/30	\$430,000.00
Interest Rate;	6.00%	
Maturity Date:	11/1/47	\$1,890,000.00
Reserve Fund Definition:	Maximum Annual Debt Assessment	
Reserve Fund Requirement:	\$183,575.00	
Reserve Fund Balance:	\$183,875.00	
Less:	November 1, 2023 (Mandatory)	(\$45,000.00)
Current Bonds Outstanding		\$2,275,000.00
	Series 2018A-3, Special Assessment Bond	
Interest Rate;	4.00%	
Maturity Date:	11/1/24	\$255,000.00
Interest Rate;	4.75%	
Maturity Date:	11/1/29	\$735,000.00
Interest Rate;	5.25%	
Maturity Date:	11/1/38	\$1,885,000.00
Interest Rate;	5.375%	
Maturity Date:	11/1/48	\$3,435,000.00
Reserve Fund Definition:	75% Maximum Annual Debt Assessment	
Reserve Fund Requirement:	\$341,414.06	
Reserve Fund Balance:	\$341,414.07	
Less:	November 1, 2023 (Mandatory)	(\$125,000.00)
	November 1, 2023 (Special Call)	(\$35,000.00)
Current Bonds Outstanding		\$6,150,000.00

	Series 2018A Area B, Special Assessment Bond	
	40770	
Interest Rate;	4.375%	
Maturity Date:	11/1/24	\$280,000.00
Interest Rate;	4.75%	
Maturity Date:	11/1/29	\$820,000.00
Interest Rate;	5.25%	
Maturity Date:	11/1/39	\$2,405,000.00
Interest Rate;	5.375%	
Maturity Date:	11/1/49	\$4,020,000.00
Reserve Fund Definition:	100% Maximum Annual Debt Assessment	
Reserve Fund Requirement:	\$532,362.50	
Reserve Fund Balance:	\$559,650.00	
Less:	November 1, 2023 (Mandatory)	(\$140,000.00)
	November 1, 2023 (Special Call)	(\$165,000.00)
Current Bonds Outstanding		\$7,220,000.00

Total Current Bonds Outstanding	\$16,715,000.00
---------------------------------	-----------------

COMMUNITY DEVELOPMENT DISTRICT

Special Assessment Receipts

Fiscal Year 2024

						Gross Assessments	\$920,198.93	\$ 1	20,546.14	\$ 201,13	34.87	\$ 488,076.83	\$	559,805.53	\$ 2,289,762.30
						Net Assessments	\$855,785.00	\$ 1	12,107.91	\$ 187,05	55.43	\$ 453,911.45	\$	520,619.14	\$ 2,129,478.93
				ON ROLL ASSE	SSMENTS										
							40.19%	5.	.26%	8.78%		21.32%	24	.45%	75.55%
Date	Distribution	Gross Amount	Discoumt/Penalty	Commission	Interest	Net Receipts	O&M Portion	2012 De	ebt Service	2016 Debt Se	rvice	2018 Debt Service	2018-3B I	Debt Service	Total

							40.19%	5.26%	8.78%	21.32%	24.45%	/5.55%
Date	Distribution	Gross Amount	Discoumt/Penalty	Commission	Interest	Net Receipts	O&M Portion	2012 Debt Service	2016 Debt Service	2018 Debt Service	2018-3B Debt Service	Total
11/3/23	Distribution #1	\$8,912.46	\$356.50	\$171.12	\$0.00	\$8,384.84	\$3,369.66	\$441.43	\$736.53	\$1,787.28	\$2,049.94	\$8,384.84
11/03/23	Distribution #2	\$269,516.68	\$10,780.67	\$5,174.72	\$0.00	\$253,561.29	\$101,900.02	\$13,348.91	\$22,273.06	\$54,048.14	\$61,991.16	\$253,561.29
	TOTAL	\$ 278,429.14	\$ 11,137.17	\$ 5,345.84	\$ -	\$ 261,946.13	\$105,269.68	\$ 13,790.34	\$ 23,009.59	\$ 55,835.42	\$ 64,041.10	\$ 261,946.13

Net Percent Collected	12%
Balance Remaining to Collect	\$1,867,532.80



Community Development District

Check Run Summary

December 12, 2023

Date	Check Numbers	Amount
11/16/23	3872-3884	\$79,424.07
11/28/23	3885	\$5,000.00
11/30/23	3886-3890	\$1,010.00
12/1/23	3891-3898	\$11,603.35
11/30/23	3399	\$242.40
Total		\$97,279.82

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/05/23 PAGE 18 AMELIA WALK - GENERAL FUND BANK A AMELIA WALK

CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
11/16/23 00172	11/07/23 1350582 202311 320-57200-34500 SVCS-11/23	*	519.50	
	12/01/23 1350799 202312 320-57200-34501		33.80	
	SVCS-12/23 BATES SECURITY LLC			553.30 003872
11/16/23 00276	8/01/23 8516357 202308 320-57200-46200	*	12,836.00	
	MAINT-08/23 9/01/23 8562116 202309 320-57200-46200 MAINT-09/23		12,002.00	
	MAINT-09/23 11/01/23 8650293 202311 320-57200-46200 MAINT-11/23	*	12,836.00	
	BRIGHTVIEW LANDSCAPE SERVICES			37,674.00 003873
	9/12/23 19512 202310 320-57200-24000	*	850.00	
	WC INS RENEWAL-FY2024 EGIS INSURANCE ADVISORS, LLC			850.00 003874
11/16/23 00160	9/01/23 /32204 202310 320-5/200-34501	*	301.67	
	MAINT/MONITOR-OCT-DEC2023 ENVERA SYSTEMS			301.67 003875
11/16/23 00001	11/01/23 318 202311 310-51300-34000	*	4,465.17	
	MGMT FEES-11/23 11/01/23 318 202311 310-51300-35101	*	33.33	
	WEBSITE ADMINISTRATION 11/01/23 318 202311 310-51300-35100	*	66.67	
	INFORMATION TECHNOLOGY 11/01/23 318 202311 310-51300-31200	*	291.67	
	DISSEMINATION AGT SVCS 11/01/23 318 202311 310-51300-51000	*	.18	
	OFFICE SUPPLIES 11/01/23 318 202311 310-51300-42000	*	28.91	
	POSTAGE 11/01/23 318 202311 310-51300-42500	*	83.25	
	COPIES 11/01/23 318 202311 310-51300-41000	*	121.96	
	TELEPHONE 11/01/23 319 202311 320-57200-34700	*	1,323.00	
	CONTRACT ADMIN-11/23 11/01/23 319	*	6,500.00	
	FACILITY MGMT -11/23 11/01/23 319 202311 320-57200-34200	*	1,000.33	
	JANITORIAL-11/23 GOVERNMENTAL MANAGEMENT SERVICES	5		13,914.47 003876
				-

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/05/23 PAGE 19 AMELIA WALK - GENERAL FUND BANK A AMELIA WALK

	_				
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
11/16/23 00263	10/08/23 7574 202309 310-51300- SVCS-09/23	31500	*	5,968.61	
	11/12/23 7826 202310 310-51300- SVCS-10/23	31500	*	7,346.18	
	11/12/23 7827 202310 310-51300-	31500	*	357.50	
	SVCS-10/23	KILINSKI VAN WYK PLLC			13,672.29 003877
	11/07/23 4885-092 202309 310-51300-		*	900.00	
11/10/23 00009	SVCS-09/23 11/07/23 4885-102 202310 310-51300-		*	750.00	
	SVCS-10/23				
	11/07/23 4886-092 202309 310-51300- SVCS-09/23	31100	*	600.00	
	11/07/23 4886-102 202310 310-51300- SVCS-10/23	31100	*	300.00	
	11/07/23 4889 202310 310-51300- SVCS-10/23	31100	*	1,275.00	
		MCCRANIE & ASSOCIATES, INC.			3,825.00 003878
11/16/23 00177	11/01/23 54143560 202311 320-57200-		*	91.00	
	SVCS-11/23	NADER'S PEST RAIDERS			91.00 003879
11/16/23 00055	11/10/23 1167 202310 320-57200-	62000		1,080.00	
	11/10/23 1167 202310 320-57200-	62000	*	106.38	
	MAINT SUPPLIES-10/23	RIVERSIDE MANAGEMENT SERVICES, INC	2.		1,186.38 003880
11/16/23 00220	10/01/23 PSI01825 202310 310-51300-			2,325.00	
	MAINT-10/23	SOLITUDE LAKE MANAGEMENT			2,325.00 003881
11/16/23 00212	11/06/23 102983 202311 320-57200-		*	335.00	
	QRTLY PREVENT MAINT	SOUTHEASTFITNESS REPAIR			335.00 003882
11/16/23 00182	11/06/23 4542 202311 320-57200-	62000	*	2,140.00	
	SPECIALTY SIGNS	SUNDANCER SIGN GRAPHICS			2,140.00 003883
11/16/23 00279	11/03/23 7533-102 202310 320-57200-	49400	*	1,263.61	
	PURCHASES-10/23 11/03/23 7533-102 202310 320-57200- PURCHASES-10/23		*	251.98	

AWLK -AMELIA WALK - SHENNING

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/05/23 PAGE 20 AMELIA WALK - GENERAL FUND BANK A AMELIA WALK

	2-	THE TENEDETT WILLIAM			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
	11/03/23 7533-102 202310 320-57200-	62000	*	101.65	
	PURCHASES-10/23 11/03/23 7533-102 202310 320-57200-	52005	*	938.72	
	PURCHASES-10/23	WELLS FARGO-ACH			2,555.96 003884
11/28/23 00030	11/28/23 112823 202311 300-10100-		*	5,000.00	
	NEW BANK OPEN DEPOSIT	AMELIA WALK CDD			5,000.00 003885
11/30/23 00291	11/12/23 11764 202311 320-57200- TRAFFIC CONTROL	34504	*	202.00	
		DAVID DOUGLAS			202.00 003886
11/30/23 00115	11/14/23 11780 202311 320-57200- TRAFFIC CONTROL	34504	*	202.00	
		KELLAM EDWARD PAOLILLO			202.00 003887
11/30/23 00254	11/18/23 11804 202311 320-57200-		*	202.00	
	TRAFFIC CONTROL	DONNIE PHILLIPS			202.00 003888
	11/10/23 11749 202311 320-57200-		*	202.00	
	TRAFFIC CONTROL	WILFRED QUICK			202.00 003889
	11/27/23 11848 202311 320-57200-		*	202.00	
	TRAFFIC CONTROL	AUSTIN VANTASSELL			202.00 003890
12/01/23 00021	11/07/23 112023 202311 320-57200-		*	2,225.95	
	SVCS-11/23 11/07/23 1123 202311 320-57200-	43001	*	3,222.23	
	SVCS-11/23			,	5,448.18 003891
12/01/23 00258	 11/27/23 6635682 202311 320-57200-		*	795.00	
	CUDDI TEC				705 00 002902
	30FFLIES	HAWKINS, INC.		89.00	
12/01/23 00269	11/24/23 23-00224 202311 310-51300- LEGAL AD#23-00224N				
		JACKSONVILLE DAILY RECORD			89.00 003893
12/01/23 00036	11/29/23 31240504 202311 320-57200- SVCS-11/23	43100	*	3,877.58	
		JEA 			3,877.58 003894

YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 12/05/23 PAGE 21 *** CHECK NOS. 003872-050000

AMELIA WALK - GENERAL FUND BANK A AMELIA WALK

AP300R

CHECK VEND# DATE	INVOICE EXPENSED TO DATE INVOICE YRMO DPT ACCT#		AME STA	TUS A	MOUNTCHECK AMOUNT #
12/01/23 00248	12/01/23 12012023 202312 320-57200- SANTA CLAUS & MRS CLAUS	49400		* 3	50.00
	SANTA CLAUS & MRS CLAUS	GEORGE MCCLOSKEY			350.00 003895
12/01/23 00293	12/01/23 12012023 202311 320-57200- REIMB-HOLIDAY LIGHTS11/18			* 4	27.57
	12/01/23 12012023 202311 320-57200-			*	24.02
	REIMB-HOLIDAY LIGHTS11/17	JEFFREY ROBINSON			451.59 003896
12/01/23 00212	11/21/23 103031 202311 320-57200-	34000		* 2	92.00
	REPAIRS-11/23	SOUTHEASTFITNESS REP	AIR		292.00 003897
12/01/23 00284	11/16/23 14415632 202311 320-57200-	60000		* 3	00.00
	RENTAL	SUNBELT RENTALS INC			300.00 003898
11/30/23 00232		34504		* 2	42.40
	OFF DUTY POLICE-10/02/15	WILFRED QUICK			242.40 003899
				07.0	70.00
		T	OTAL FOR BANK A	91,2	79.82
		Т	OTAL FOR REGISTER	97,2	79.82



To: Amelia Walk Cdd 5385 N Nob Hill Road Sunrise Beach, FL 33351

Invoice Invoice Number Date 1350582 11/07/2023 Customer Number Terms 21054 On Receipt

Remit To: Bates Security, LLC
PO Box 747049
Atlanta, GA 30374-7049

Click Here to Pay Online!

Amount enclosed:		Net Due	e: \$519.50	Detach And Retu	ırn Top Portion W	Vith Your Payment
Custo	omer Name	Customer Number	PO Number	Invoice D	Date	Terms
Ameli	a Walk Cdd	21054	0	11/07/20)23	On Receipt
Quantity	Description			Months	Rate	Amount
Amelia Walk Cl	DD - 85287 Majestic V	Valk Blvd., Fernandina Beach,	FL			
0.50	Installation Job - 53159				\$1,039.00	\$519.50
					Subtotal:	\$519.50
	Tax					\$0.00
	Payments/Cred	lits Applied				\$0.00
				Invoice Bala	ance Due:	\$519.50

^{*}Please note the change of the remittance address* Payment via credit card may be subject to a convenience fee.

Approved

Kelly Mullins, Amenity & Operations Manager Governmental Management Services for Amelia Walk CDD

Date: 11-15-23

Acct. # 1-320-57200-34500

Date	Invoice #	Description	Amount	Balance Due
11/7/2023	1350582	Deposit	\$519.50	\$519.50



Deposit for Camera Add-on per Proposal #23235-5. Thank you for choosing Bates Security.

1



To: Amelia Walk Cdd 5385 N Nob Hill Road Sunrise Beach, FL 33351

Invoice Invoice Number Date 1350799 12/01/2023 Customer Number Terms 21054 On Receipt

Remit To: Bates Security, LLC
PO Box 747049
Atlanta, GA 30374-7049

Click Here to Pay Online!

Invoice Balance Due:

Detach And Return Top Portion With Your Payment Amount enclosed: **Net Due:** \$33.80 **Customer Name Customer Number PO Number Invoice Date** Terms Amelia Walk Cdd 21054 12/01/2023 On Receipt Description Quantity Months Rate **Amount** 9000 - Access Control - Amelia Walk CDD - 85287 Majestic Walk Blvd., Fernandina Beach, FL \$262.70 1.00 1.00 \$262.70 Monthly Service-Access 12/01/2023 - 12/31/2023 \$262.70 Subtotal: 9000 3xLogic - Video - Amelia Walk CDD - 85287 Majestic Walk Blvd., Fernandina Beach, FL 1.00 1.00 \$145.00 \$145.00 Monthly Service-Video 12/01/2023 - 12/31/2023 Subtotal: \$145.00 \$0.00 Tax \$373.90 Payments/Credits Applied

Approved

Kelly Mullins, Amenity & Operations Manager

Governmental Management Services for Amelia Walk CDD

Date: 11-14-23

Acct. # 1-320-57200-34501

Date	Invoice #	Description	Amount	Balance Due
12/1/2023	1350799	System	\$407.70	\$33.80



\$33.80

^{*}Please note the change of the remittance address*



Amelia Walk CDD 5385 N Nob Hill Road Sunrise FL 33351-4761 Customer #: 25249515 Invoice #: 8562116 Invoice Date: 9/1/2023

Cust PO #:

Job Number	Description	Amount
346700420	Amelia Walk CDD	12,002.00
	Exterior Maintenance	
	For September	
	Total invoice amount Tax amount	12,002.00
	Balance due	12,002.00

Terms: Net 15 Days If you have any questions regarding this invoice, please call 904-725-2552

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 25249515

Invoice #: 8562116 Invoice Date: 9/1/2023 Amount Due: \$12,002.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Amelia Walk CDD 5385 N Nob Hill Road Sunrise FL 33351-4761



Amelia Walk CDD 5385 N Nob Hill Road Sunrise FL 33351-4761 Customer #: 25249515 Invoice #: 8650293 Invoice Date: 11/1/2023 Cust PO #: Haul Rd

Job Number	Description		Amount
346108420	Amelia Walk CDD		12,836.00
	Exterior Maintenance		
	For November		
Approved			
Kelly Mullin	s, Amenity & Operations Manager		
Governmen	al Management Services for Amelia Walk CDD		
Date: 11-15	-23 0-57200-46200		
7 toot. # 1-02	0 01200 40200		
		Total invoice amount Tax amount	12,836.00
		Balance due	12,836.00

Terms: Net 15 Days If you have any questions regarding this invoice, please call 904-292-0716

Please detach stub and remit with your payment

Did you know that BrightView now offers auto ACH as a payment method? Discover the convenience and safety of automatic ACH bill payment for your recurring billing. Please contact autopay@brightview.com or your branch point of contact for more information on how to sign up on Auto Pay.

Payment Stub

Customer Account#: 25249515

Invoice #: 8650293 Invoice Date: 11/1/2023 Amount Due: \$12,836.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Amelia Walk CDD 5385 N Nob Hill Road Sunrise FL 33351-4761



Amelia Walk CDD 5385 N Nob Hill Road Sunrise FL 33351-4761 Customer #: 25249515 Invoice #: 8516357 Invoice Date: 8/1/2023 Cust PO #: Haul Rd

Job Number	Description		Amount
346700420	Amelia Walk CDD		12,836.00
	Exterior Maintenance		
	For August		
	Approved		
	Kelly Mullins, Amenity & Operations Manager Governmental Management Services for Amelia	Walk CDD	
	Date: 8-8-23		
	Acct. # 1-320-57200-46200		
		Total invoice amount	12,836.00
		Tax amount Balance due	12,836.00

Terms: Net 15 Days If you have any questions regarding this invoice, please call 904-725-2552

Please detach stub and remit with your payment

Payment Stub

Customer Account#: 25249515

Invoice #: 8516357 Invoice Date: 8/1/2023 Amount Due: \$7

\$12,836.00

Thank you for allowing us to serve you

Please reference the invoice # on your check and make payable to:

BrightView Landscape Services, Inc. P.O. Box 740655 Atlanta, GA 30374-0655

Amelia Walk CDD 5385 N Nob Hill Road Sunrise FL 33351-4761



Amelia Walk Community Development District c/o Governmental Management Services 475 West Town Place, Suite 114 St. Augustine, FL 32092

INVOICE

Customer	Amelia Walk Community Development District
Acct #	277
Date	09/12/2023
Customer Service	Kristina Rudez
Page	1 of 1

Payment Information				
Invoice Summary	\$	850.00		
Payment Amount				
Payment for:	Invoice#19512			
WC100123573	-			

Thank You

Please detach and return with payment

Customer: Amelia Walk Community Development District

Invoice	Effective	Transaction	Description	Amount
19512	10/01/2023	Renew policy	Policy #WC100123573 10/01/2023-10/01/2024 FIA WC Workers Compensation - Renew policy Expense Constant - Renew policy Due Date: 9/12/2023 001.320.57200.24000	690.00 160.00
				Total

Total 850.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:

Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

Remit Payment To: Egis Insurance Advisors	(321)233-9939	Date
P.O. Box 748555		09/12/2023
Atlanta, GA 30374-8555	sclimer@egisadvisors.com	09/12/2023

Envera

8281 Blaikie Court Sarasota, FL 34240 (941) 556-0743

Invoice Invoice Number Date 732204 09/01/2023 Due Date **Customer Number** 400311 10/01/2023

Page: 1

Custom	er Name	Customer Number	PO Number	Invoice Da	te	Due Date
Amelia V	/alk CDD	400311		09/01/2023	3	10/01/2023
Quantity	Description			Months	Rate	Amount
1476 - CCTV - Ar 1.00		Clubhouse, 85287 Majestic Wang & Maintenance 12/31/2023	lk Blvd., Fernandina Be	each, FL 3.00	\$400.00	\$1,200.00

\$898.33 \$301.67

Subtotal:

Invoice Balance Due:

\$1200.00 \$0.00

Approved

Kelly Mullins, Amenity & Operations Manager

Tax

Governmental Management Services for Amelia Walk CDD

Payments/Credits Applied

Date: 11-16-23

Acct. # 1-320-57200-34501

Date	Invoice #	Description	Amount	Balance Due
9/1/2023	732204	Alarm Monitoring Services	\$1200.00	\$301.67

Envera

8281 Blaikie Court Sarasota, FL 34240 (941) 556-0743

Invoice					
Invoice Number	Date				
732204	09/01/2023				
Customer Number	Due Date				
400311	10/01/2023				

Net Due: \$301.67 Amount Enclosed:____

Amelia Walk CDD C/O Evergreen Mgmt 270 W. Plant St., #340 Winter Garden, FL 34787 Envera PO Box 2086 Hicksville, NY 11802

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Invoice #: 318
Invoice Date: 11/1/23

Due Date: 11/1/23

Case:

P.O. Number:

Bill To:

Amelia Walk CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Management Fees - November 2023	9	4,465.17	4,465.17
Website Administration - November 2023		33.33	33.33
nformation Technology - November 2023		66.67	66.67
nformation Technology - November 2023 Dissemination Agent Services - November 2023		291.67	291.67
Office Supplies		0.18	0.18
Postage		28.91	28.91
Copies		83.25	83.25
relephone relephone		121.96	121.96
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\$5,091.14		
\$0.00		
\$5,091.14		

Governmental Management Services, LLC

1001 Bradford Way Kingston, TN 37763

Invoice

Invoice #: 319

Invoice Date: 11/1/23

Due Date: 11/1/23

Case:

P.O. Number:

Bill To:

Amelia Walk CDD 475 West Town Place Suite 114 St. Augustine, FL 32092

Description	Hours/Qty	Rate	Amount
Contract Administration - November 2023001.320.57200.34700	noursking	1,323.00	1,323.00 6,500.00 1,000.33
Juny Landert			

Total	\$8,823.33
Payments/Credits	\$0.00
Balance Due	\$8,823.33



INVOICE

Invoice # 7826 Date: 11/12/2023 Due On: 12/12/2023

Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Amelia Walk CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092

AWCDD-01 General

Amelia Walk CDD - General Counsel

Туре	Professional	Date	Notes	Quantity	Rate	Total
Service	CR	10/02/2023	Review and analysis of proposed agenda and corresponding agenda items and documents that need to be included in preparation of upcoming meeting.	0.40	\$270.00	\$108.00
Service	CR	10/03/2023	Review and prepare agenda items for upcoming special meeting.	0.40	\$270.00	\$108.00
Service	LG	10/03/2023	Confer with Chairman and staff regarding solar agreement and District club policies.	0.80	\$325.00	\$260.00
Service	LG	10/04/2023	Update solar pool heating agreement.	0.40	\$325.00	\$130.00
Service	LG	10/05/2023	Attend agenda conference call; review haul road easement sketch and confer with chair regarding same.	0.80	\$325.00	\$260.00
Service	LG	10/09/2023	Review and analyze changes to solar heating contract; confer with staff team regarding same.	0.80	\$325.00	\$260.00
Service	LG	10/10/2023	Prepare for and attend Board meeting; confer with Robinson regarding negotiations with developer for easement access.	0.80	\$325.00	\$260.00
Service	LG	10/12/2023	Finalize Hugus amendment and send for signatures.	0.20	\$325.00	\$65.00
Service	LG	10/16/2023	Add revisions to solar heating agreement; confer with Robinson and Soriano regarding same.	0.50	\$325.00	\$162.50

Service	LW	10/16/2023	Organize client historical files for records transmission.	0.80	\$175.00	\$140.00
Service	LG	10/17/2023	Review and provide comments to special meeting minutes.	0.30	\$325.00	\$97.50
Service	CR	10/17/2023	Review and analyze proposals, documents, and other items in preparation of upcoming board meeting.	0.60	\$270.00	\$162.00
Service	JK	10/18/2023	Review communication re: Lennar punchwork and site sign off request and process for same; confer with District staff	0.20	\$325.00	\$65.00
Service	LG	10/19/2023	Confer with Laughlin regarding Lennar closeout for Phase 5.	0.30	\$325.00	\$97.50
Service	LG	10/23/2023	Review landscape bids.	0.40	\$325.00	\$130.00
Service	LG	10/24/2023	Travel to and attend Board meeting.	5.50	\$325.00	\$1,787.50
Expense	AL	10/24/2023	Rental Car Expenses: Travel -LG	1.00	\$54.64	\$54.64
Expense	AL	10/24/2023	Hotel: Travel-LG	1.00	\$64.72	\$64.72
Service	CR	10/25/2023	Draft budget amendment resolution; Draft license agreement with North Hampton for camera on CDD property; Draft notice of rule development for memorial brick rates; Draft accompanying resolution setting hearing.	2.30	\$270.00	\$621.00
Service	LG	10/25/2023	Follow up on action items from Board meeting; confer with engineer regarding Phase 5 closeout process and roadway improvement contract; analyze contract for Pond 14 repair work.	1.30	\$325.00	\$422.50
Service	CR	10/26/2023	Review and analyze property appraiser page and ownership regarding camera location proposed by North Hampton.	0.50	\$270.00	\$135.00
Service	LG	10/26/2023	Prepare letter to Brightview regarding August and September deficiencies; analyze proposed camera locations; review information provided regarding Pond 14 construction.	1.20	\$325.00	\$390.00
Service	LG	10/26/2023	Prepare contract documents and bid forms for Phase 1 Roadway Project construction.	2.30	\$325.00	\$747.50
Expense	AL	10/26/2023	UPS: Shipping documents to Daniel Laughlin	1.00	\$5.82	\$5.82
Service	LG	10/27/2023	Confer with Laughlin regarding Pond 14 inspection and roadway inspection.	0.30	\$325.00	\$97.50

Service	CR	10/30/2023	Review and revise various reports, agreements, and documents in preparation of upcoming board meeting.	0.60	\$270.00	\$162.00
Service	LG	10/30/2023	Review draft agenda and send revisions.	0.30	\$325.00	\$97.50
Service	LG	10/30/2023	Prepare resident club policies, application form, and facility use form; review and provide comments to October minutes.	1.40	\$325.00	\$455.00
Non-billa	ble entries					
Service	CR	10/06/2023	Review and analyze proposed agenda, applicable documents, proposals, and various other matters in preparation of the same.	0.90	\$270.00	\$243.00
Service	CR	10/10/2023	Prepare for and attend special meeting regarding resolution for special assessments and approval of the same.	0.80	\$270.00	\$216.00
Service	CR	10/24/2023	Prepare for and attend board meeting.	2.90	\$270.00	\$783.00
Service	CR	10/26/2023	Draft brick memorial policy and accompanying agreement.	0.80	\$270.00	\$216.00
Service	CR	10/30/2023	Draft and revise memorial flagpole policy; Draft and revise license agreement for cameras with North Hampton; Draft and revise notice of rule development; Draft and revise budget resolution.	1.20	\$270.00	\$324.00
Service	CR	10/31/2023	Draft budget resolution; Draft brick walkway policy and application form.	0.60	\$270.00	\$162.00

Total \$7,346.18

001.310.51300.31500 Oct 2023

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7574	11/07/2023	\$5,968.61	\$0.00	\$5,968.61

Current Invoice

invoice Name of Page of Amount But Taymonte Reconstruct		Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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\$7,346.18	\$0.00	\$7,346.18	12/12/2023	7826
\$13,314.79	Outstanding Balance			
\$13,314.79	Total Amount Outstanding			

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

INVOICE

Invoice # 7827 Date: 11/12/2023 Due On: 12/12/2023

Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Amelia Walk CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092

AWCDD-107 Haul Road Easement

Amelia Walk -107 Haul Road Easement

Туре	Professional	Date	Notes	Quantity	Rate	Total
Service	LG	10/31/2023	Confer with Matovina regarding easement request; confer with Supervisor Robinson regarding same; analyze information regarding same.	1.10	\$325.00	\$357.50

001.310.51300.31500 Oct 2023

\$357.50

Total

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7827	12/12/2023	\$357.50	\$0.00	\$357.50
			Outstanding Balance	\$357.50
			Total Amount Outstanding	\$357.50

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.



INVOICE

Invoice # 7574 Date: 10/08/2023 Due On: 11/07/2023

Kilinski | Van Wyk PLLC

P.O. Box 6386 Tallahassee, Florida 32314

Amelia Walk CDD 475 West Town Place Suite 114 St. Augustine, Florida 32092

AWCDD-01 General

Amelia Walk CDD - General Counsel

Туре	Professional	Date	Notes	Quantity	Rate	Total
Service	JK	09/01/2023	Review draft agenda and confer with Roberts on same; confer re: expenditure approvals	0.30	\$305.00	\$91.50
Service	LG	09/05/2023	Confer with Mullins and Robinson regarding informal bidding process; update project manual accordingly.	1.50	\$305.00	\$457.50
Service	LG	09/06/2023	Continue editing informal RFP package for landscape; circulate to team for comments.	0.70	\$305.00	\$213.50
Service	АН	09/06/2023	Prepare recording of construction and access easement agreement.	0.30	\$170.00	\$51.00
Service	LG	09/07/2023	Finalize materials for special meeting; prepare for and attend agenda conference call.	1.20	\$305.00	\$366.00
Expense	AL	09/08/2023	Simplifile Recording: AWCDD-01 General	1.00	\$75.45	\$75.45
Service	LG	09/11/2023	Prepare response to Trim All; attend special landscaping Board meeting; update informal landscape RFP.	2.90	\$305.00	\$884.50
Expense	AL	09/12/2023	Certified Mail: Certified mail to Trim All Lawn	1.00	\$6.03	\$6.03
Service	CR	09/13/2023	Review and analysis of legal issues related to agenda items including analysis of various proposals, resolutions, and documents in	0.80	\$260.00	\$208.00

			preparation of upcoming board meeting.			
Service	LG	09/14/2023	Finalize and send updated informal landscape RFP for distribution.	0.40	\$305.00	\$122.00
Service	АН	09/14/2023	Prepare updates to district file regarding recorded construction and access easement agreement.	0.20	\$170.00	\$34.00
Service	LG	09/15/2023	Prepare agreement for solar pool heating.	1.10	\$305.00	\$335.50
Service	LG	09/19/2023	Travel to and attend Board meeting.	4.90	\$305.00	\$1,494.50
Expense	AL	09/19/2023	Rental Car Expenses: Travel LG	1.00	\$37.21	\$37.21
Expense	AL	09/19/2023	Gas: Travel LG	1.00	\$8.29	\$8.29
Expense	AL	09/19/2023	Tolls: Travel LG	1.00	\$3.79	\$3.79
Expense	AL	09/19/2023	Meals: Travel LG	1.00	\$2.83	\$2.83
Expense	AL	09/19/2023	Hotel: Travel LG	1.00	\$45.76	\$45.76
Service	LG	09/21/2023	Prepare mailed and published notices for assessment hearing; prepare resident information regarding bonds and assessments.	2.50	\$305.00	\$762.50
Service	CR	09/22/2023	Draft of amendment to HuGus agreement for painting and repair work.	0.50	\$260.00	\$130.00
Service	LG	09/22/2023	Review and provide comments to September special meeting minutes.	0.30	\$305.00	\$91.50
Service	LG	09/25/2023	Prepare special meeting notice; review reports of fence damage and prepare letter regarding same.	0.80	\$305.00	\$244.00
Service	LG	09/26/2023	Review and provide comments to September regular meeting minutes; confer with staff regarding fence damage.	0.40	\$305.00	\$122.00
Service	LG	09/27/2023	Update letter regarding fence damage.	0.30	\$305.00	\$91.50
Service	LG	09/28/2023	Finalize letter regarding fence damage and prepare for mailing.	0.20	\$305.00	\$61.00
Expense	AL	09/29/2023	Overnight mail: Overnight mail regarding fencing damage.	1.00	\$28.75	\$28.75
Non-billa	ble entries					
Service	CR	09/01/2023	Review and supplement drafted agenda with additional items, including pot hole issue, landscaping, and other proposals previously tabled.	0.50	\$260.00	\$130.00

Service	CR	09/06/2023	Supplement and revise underlying request for proposal package for landscape proposals; Revisions to underlying easement agreement regarding roadway.	0.60	\$260.00	\$156.00
Service	CR	09/07/2023	Telephone call regarding agenda for upcoming board meeting.	0.50	\$260.00	\$130.00
Service	CR	09/11/2023	Attend special meeting regarding landscaping and various other District concerns.	1.40	\$260.00	\$364.00
Service	CR	09/12/2023	Review and analysis of legal issues related to agenda including various resolutions, proposals, and other documents in preparation of upcoming board meeting.	0.40	\$260.00	\$104.00
Service	LG	09/18/2023	Prepare for Board meeting.	0.30	\$305.00	\$91.50
Service	CR	09/19/2023	Prepare for and attend board meeting.	6.40	\$260.00	\$1,664.00
Expense	LW	09/19/2023	Mileage: Travel CR.	225.00	\$0.655	\$147.38
Expense	AL	09/19/2023	Meals: Travel CR	1.00	\$10.09	\$10.09
Service	CR	09/26/2023	Revisions and supplementation of Hugus amendment to contract for additional services; Review and analysis of amenity policies regarding vendors and unauthorized use.	0.60	\$260.00	\$156.00

Total \$5,968.61

Detailed Statement of Account

001.310.51300.31500 Sept 2023

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
7574	11/07/2023	\$5,968.61	\$0.00	\$5,968.61
			Outstanding Balance	\$5,968.61
			Total Amount Outstanding	\$5,968.61

Please make all amounts payable to: Kilinski | Van Wyk PLLC

Please pay within 30 days.

MCCRANIE & ASSOCIATES, INC.

224 N 2nd St Unit 1A
Fernandina Beach, FL 32034 US
dan@mccranie-engineers.com



INVOICE

BILL TO

Amelia Walk CDD c/o Daniel Laughlin , GMS 475 West Town Place, Suite 114

Florida

St. Augustine, FL 32092

INVOICE 4885

DATE 11/07/2023

TERMS Net 30

DUE DATE 12/07/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/14/2023	Direct - Hourly 8/15 - revised engineers report	3:00	150.00	450.00
09/14/2023	Direct - Hourly 9/14 - send bid documents to contractors for M&R work	3:00	150.00	450.00
10/09/2023	Direct - Hourly 10/9 emails to Daniel about Pond 14 and other issues. Compile M&R bids and send out recommendation.	3:00	150.00	450.00
10/20/2023	Direct - Hourly 10/20 - compile the M&R bids. Email to Daniel	2:00	150.00	300.00

M&R Phase 1 roadways BALANCE DUE \$1,650.00

001.310.51300.31100 \$900.00 Sept 2023

001.310.51300.31100 \$750.00 Oct 2023

MCCRANIE & ASSOCIATES, INC.

224 N 2nd St Unit 1A Fernandina Beach, FL 32034 US dan@mccranie-engineers.com



INVOICE

BILL TO

Amelia Walk CDD c/o Daniel Laughlin , GMS 475 West Town Place, Suite 114

Florida

St. Augustine, FL 32092

INVOICE 4886

DATE 11/07/2023

TERMS Net 30

DUE DATE 12/07/2023

DATE	ACTIVITY	QTY	RATE	AMOUNT
09/07/2023	Direct - Hourly 9/7 - site visit, review potholes	2:00	150.00	300.00
09/19/2023	Direct - Hourly 9/19 - call in to meeting	2:00	150.00	300.00
10/06/2023	Direct - Hourly 10/7 Site visit to review Pond 14 and other items	2:00	150.00	300.00

General Fund BALANCE DUE \$900.00

001.310.51300.31100 \$600.00 Sept 2023

001.310.51300.31100 \$300.00 Oct 2023

MCCRANIE & ASSOCIATES, INC.

224 N 2nd St Unit 1A
Fernandina Beach, FL 32034 US
dan@mccranie-engineers.com



INVOICE

BILL TO

Amelia Walk CDD c/o Daniel Laughlin , GMS 475 West Town Place, Suite 114

Florida

St. Augustine, FL 32092

 INVOICE
 4889

 DATE
 11/07/2023

 TERMS
 Net 30

 DUE DATE
 12/07/2023

10/23/2023 Direct -	Hourly			
	site visit and review of Phase 5. Engineers report for M&R	4:00	150.00	600.00
	Hourly CDD meeting	2:30	150.00	375.00
	Hourly Site visit to review Pond 14 and er Pkwy	2:00	150.00	300.00

General Fund BALANCE DUE \$1,275.00

001.310.51300.31100 \$1275.00 Oct 2023



Nader's Pest Raiders 96014 Chester Rd Yulee, FL 32097 904-225-9425

Service Inspection Report

ORDER #: 54143560

WORK DATE: 11/01/2023

BILL-TO 1473482

Amelia Walk CDD 475West Town place Suite 114

Saint Augustine, FL 32092

Email: ameliawalkmanager@gmsnf.com

Phone: 904-225-3147 Alt. Phone: 904-225-3147 **LOCATION** 1473482

Amelia Walk 85287 Majestic Walk Fernandina Beach, FL 32034

Email: ameliawalkmanager@gmsnf.com

Phone: 904-225-3147 Alt. Phone: 904-225-3147 Time In: 11/1/2023 12:39:16 PM **Time Out:** 11/1/2023 12:54:26 PM

Customer Signature

Customer is unavailable to sign **Technician Signature**

MD

Matthew Dyal License #:

Purchase Order	Terms	Service Description	Quantity	Amount
None	DUE UPON RECEIPT	Pest Control Service	1.00	
			Subtotal	91.00
			Tax	0.00
			Total	91.00
			Prior Balance:	0.00
			Total Due:	91.00

GENERAL COMMENTS / INSTRUCTIONS

Includes ants by the pool. Lock box code 0329

Pest prevention performed on your home today. I treated around the foundation with a liquid insecticide, around the home in the yard with a granular bait. Swept down all spider webs, wasp nest and dirt dauber nest in the eves of the house. Thank you for choosing naders!

Thanks, Matt.

CUSTOMER INSTRUCTIONS & PRECAUTIONS

Contact Treated Areas - Do not allow unprotected persons, children, or pets to touch, enter, or replace items or bedding, to contact or enter treated area(s) until dry.

Ventilation/Re-Occupying - Vacate & keep area(s) closed up to 30 minutes after treatment, then ventilate area(s) for up to 2 hours before re-occupying.

Equipment/Processing/Food - Thoroughly wash dishes, utensils, food preparation/processing equipment & surfaces with an effective cleansing compound & rinse with clean water, if not removed or covered during a treatment. The area should be odor free before food products are placed in the area.

Exterior Applications (baits) - Do not allow grazing of feed, lawn, or sod clippings by livestock after bait applications.

Do not burn treated firewood for 1 month after treatment.

PRODUCTS APPLIED Material A.I. % Finished Oty Application Equipment Application Rate Time EPA# A.I. Concentration Undiluted Qty Application Method Sq/Cu/L Ft Lot # Webster Service 0.0000% 1.0000 Each 12:52:52 PM

Target Pests: A) Spiders

Areas Applied: EXTERIOR; EXTERIOR -> Eaves;

Niban G 5.0000% 0.5000 Pounds Spreader 12:53:01 PM 64405-2

BROADCAST Uniform application to an entire area.

Target Pests: A) Nuisance ants, A) Roaches, A) Silverfish Areas Applied: EXTERIOR; EXTERIOR -> Landscaped Areas;

n/a

Printed: 11/01/2023 Page: 1/2



Nader's Pest Raiders 96014 Chester Rd Yulee, FL 32097 904-225-9425

Service Inspection Report

ORDER #: 54143560

WORK DATE: 11/01/2023

PRODUCTS APPLIE	D				
Material	A.I. %	Finished Qty	Application Equipment	Application Rate	Time
EPA #	A.I. Concentration	Undiluted Qty	Application Method	Sq/Cu/L Ft	Lot #
Temprid FX .0075%	0.0075%	2.5000 Gallon	Backpack sprayer		12:53:12 PM
432-1544	n/a		EXT PERIMETER treatment to foundation		

Target Pests: A) Nuisance ants, A) Roaches, A) Silverfish, A) Spiders

Areas Applied: EXTERIOR; EXTERIOR -> Landscaped Areas; EXTERIOR -> Foundation; EXTERIOR -> Siding; EXTERIOR -> Impervious Surface - (sidewalk, driveway, etc.); EXTERIOR -> Door Trim;

Approved

Kelly Mullins, Amenity & Operations Manager

Governmental Management Services for Amelia Walk CDD

Date: 11-8-23

Acct. # 1-320-57200-34000

Printed: 11/01/2023 Page: 2/2

Riverside Management Services, Inc.

9655 Florida Mining Blvd. W. Building 300, Suite 305 Jacksonville, FL 32257

Invoice

Invoice #: 1167

Invoice Date: 11/10/2023 Due Date: 11/10/2023

Case:

P.O. Number:

Bill To:

Amelia Walk CDD 9655 Florida Mining Blvd West Sulte 305 Jacksonville, FL 32257

Description	Hours/Qty	Rate	Amount
Facility Maintenance October 1 - October 31, 2023 Maintenance Supplies		1,080.00 106.38	1,080.00 106.38
Juny Lanbut			

Total \$1,186.38 Payments/Credits \$0.00 Kelly Mullins, Amenity & Operations Manager **Balance Due** \$1,186.38 Governmental Management Services for Amelia Walk CDD

Date: 11-13-23 Acct. # 1-320-57200-62000

Approved

AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT - SIX MILE CREEK MAINTENANCE BILLABLE HOURS FOR THE MONTH OF OCTOBER 2023

<u>Date</u>	<u>Hours</u>	Employee	Description
10/2/23	2	C.D.	Removed cobwebs from patio area ceiling and siding, adjusted door closures, installed larger hinge pins to make door operate smoothly
10/9/23	1	C.D.	Repair sheppard hooks, drilled out new holes in aluminum housing for riveted attachment, inserted four rivets in each
10/13/23	3	C.D.	Pressure washed the quarter of the pool deck around where palm was removed, pressure washed playground entry sidewalk
10/20/23	5	C.D.	Pressure washed front entry sidewalk and sides of parking curb
10/23/23	3	C.D.	Removed all fasteners and disposed of them, removed both sides of metal builder signs, moved signs to dumpster area
10/27/23	7	C.D.	Removed all hardware and fasteners from signs, removed all four by four posts and signs with special equipment, moved all pieces to dumpster area
10/30/23	6	C.D.	Cleaned and spot sanded door, painted exterior of both door with two coats, removed some hardware
TOTAL	27		
MILES	0		*Mileage is reimbursable per section 112.061 Florida Statutes Mileage Rate 2009-0.445

MAINTENANCE BILLABLE PURCHASES

Period Ending 11/05/23

<u>DISTRICT</u> AW	DATE	SUPPLIES	PRICE	<u>EMPLOYEE</u>
Amelia Walk				
	10/13/23	Non Ethanol Fuel 2 Gallons	10.40	C.D.
	10/24/23	Sakrete Paver Leveling Sand (2)	12.01	C.D.
	10/18/23	Self Tapping Metal Screws	11.11	C.D.
	10/18/23	Assorted Rivets 100pk	7.41	C.D.
	10/20/23	Fuel	8.08	C.D.
	10/27/23	Trailer Hitch Lock	20.99	C.D.
	10/27/23	Top Soil (3)	9.57	C.D.
	10/31/23	Keys (2)	9.78	C.D.
	10/31/23	Anvil Glass Scraper Combo	12.28	C.D.
	10/31/23	Paint Brush Cleaning Combo	4.76	C.D.
		TOTAL	\$106.38	



Please Remit Payment to:

Solitude Lake Management, LLC 1320 Brookwood Drive

Suite H

Little Rock, AR 72202

Phone #: (888) 480-5253 Fax #: (888) 358-0088

INVOICE

Page: 1

Invoice Number:

PSI018257

Invoice Date:

10/1/2023

Ship

To: Amelia Walk CDD

> Government Management Services, LLC 475 West Town Place, Suite 114

Saint Augustine, FL 32092

Bill

Amelia Walk CDD To:

10/1/2023

10/31/2023

Government Management Services, LLC 475 West Town Place, Suite 114

Saint Augustin, FL 32092

Customer ID 12909

P.O. Number

P.O. Date 10/1/2023

Our Order No.

Terms Net 30

Item/Description Unit **Order Qty** Quantity **Unit Price Total Price** Annual Maintenance 1 1 2,325.00 2,325.00

October Billing

10/1/2023 - 10/31/2023

Pond 16

Ship Via

Ship Date

Due Date

Pond 17

Pond 14

Pond 15

Pond 13 Pond 2

Pond 3

Pond 4

Pond 5

Pond 6

Pond 7

Pond 8

Pond 9

Pond 10

Pond 11

Lake 12

Fountain 6 - Pond 15

Fountain 1 - Pond 2

Fountain 2 - Pond 3

Fountain 3 - Pond 5

Fountain 4 - Pond 6

Fountain 5 - Pond 14

Approved

Kelly Mullins, Amenity & Operations Manager

Acct. # 1-320-51300-60200

Governmental Management Services for Amelia Walk CDD

Date: 11-14-23 **Subtotal:**

> Invoice Discount: 0.00 Total Sales Tax: 0.00 0.00 Payment Amount:

Total: 2,325.00

2,325.00

Amount Subject to Sales Tax 0.00 Amount Exempt from Sales Tax 2,325.00



Invoice #102983 Invoice Date: 11/6/2023

Account #100130 Amelia Walk Community

Invoice

Billing Location Information					
Billing Address	85287 Majestic Walk Blvd Fernandina Beach, FL 32034-	Billing Contact	Kelly Mullins		
	3785	Main Number	(904) 225-3147		
		Mobile Number			
		Email	ameliawalkmanager@gmsnf.co m		

Services	Qty	Rate	Price
85287 Majestic Walk Blvd, Fernandina Beach, FL 32034-3785			
11/6/2023 PM: Quarterly Quarterly scheduled preventative maintenance	1 visit	\$0.00 / visit	\$0.00
— Product: PM: Treadmill	2.00 Ea	\$30.00 / Ea	\$60.00
— Product: PM: Elliptical, Cross-trainer, ARC, AMT	2.00 Ea	\$30.00 / Ea	\$60.00
— Product: PM: Recumbent, Upright Bicycle	2.00 Ea	\$20.00 / Ea	\$40.00
— Product: PM: Multi-Station	1.00 Ea	\$15.00 / Ea	\$15.00
— Product: PM: Single-Station	6.00 Ea	\$10.00 / Ea	\$60.00
— Product: PM: Bench, AB Crunch, Smith Machine	1.00 Ea	\$10.00 / Ea	\$10.00
— Product: Travel <60 miles	1.00 Ea	\$90.00 / Ea	\$90.00
		Subtotal:	\$335.00
Approved		Tax:	\$0.00
Celly Mullins, Amenity & Operations Manager	_	Total:	\$335.00
Sovernmental Management Services for Amelia Walk C		Amount Paid:	\$0.00
	ay Now	Amount Paid: Balance Due:	\$0 \$335

Payment is due within 30 days of invoice date. Thank you for your business!

Billing Receipt - Please Return With Payment Remittance					
Bill To:	Kelly Mullins	Account	[100130] Amelia Walk Community		
	85287 Majestic Walk Blvd Fernandina Beach, FL 32034-	Invoice #	102983		
	3785	Date	Monday, November 6, 2023		
Remit To:	Southeast Fitness Repair	Amount Paid			
	14476 Duval Place West #208 Jacksonville, FL 32218	Check Number			

Payment is due within 30 days of invoice date.
Thank you for your payment!



SUNDANCER SIGN GRAPHICS

11259 Business Park Blvd, Suite 3 Jacksonville, FL 32256 904-287-4949 info@sundsg.com

BILL TO Amelia Walk CDD C/O GMS 475 West Town Place

Suite 114 St. Augustine, FL 32092 SHIP TO

Amelia Walk CDD C/O GMS 475 West Town Place Suite 114

St. Augustine, FL 32092

INVOICE 4542

DATE 11/06/2023 **TERMS** 50% Deposit, Bal Due Install

DUE DATE 11/30/2023

SALES REP BM

ACTIVITY		QTY	RATE	AMOUNT	
Oval "Champlain" and "Berryessa" sign replaceme	ents				
Specialty Sign PVC and Acrylic sign 40" x 24.5" -1" PVC Painted Black on face/ metallic gold on to -1/2" Acrylic border and letters, painted metallic gold - 2 Sided Signs - Includes new chains and hardware to mount to s	old, stud mounted.	2	995.00	1,990.00T	
Delivery/Limited Install Delivery and Installation for both signs.		1	150.00	150.00	
	SUBTOTAL			2,140.00	
	TAX			0.00	
	TOTAL			2,140.00	
	TOTAL DUE		\$2	2,140.00	

Approved
Kelly Mullins, Amenity & Operations Manager
Governmental Management Services for Amelia Walk CDD

Date: 11-8-23

Acct. # 1-320-57200-62000

AMELIA WALK CREDIT CARD PURCHASES

001.320.57200.49400 \$1263.61 001.320.57200.52000 \$251.98 001.320.57200.62000 \$101.65 001.320.57200.52005 \$938.72

NAME: KELLY MULLINS

DATE	DISTRICT	COMPLETE DESCRIPTION	BILLING CODE	A	MOUNT
10/3/2023	Amelia Walk CDD	Target-Games/Prizes for Fall Festival	1-320-57200-49400	\$	54.57
10/4/2023	Amelia Walk CDD	Walmart-Stamps	1-320-57200-52000	\$	16.22
10/4/2023	Amelia Walk CDD	Amazon-Gym Wipes	1-320-57200-52000	\$	128.98
10/4/2023	Amelia Walk CDD	Home Depot-Light Bulbs	1-320-57200-52000	\$	12.82
10/8/2023	Amelia Walk CDD	Target-Drinks/Snacks for Fall Festival	1-320-57200-49400	\$	37.73
10/9/2023	Amelia Walk CDD	Amazon-Trash Bags	1-320-57200-52000	\$	39.99
10/10/2023	Amelia Walk CDD	Publix-Pumpkins for Fall Festival	1-320-57200-4940	\$	83.92
10/10/2023	Amelia Walk CDD	Publix-Pumpkins for Fall Festival	1-320-57200-49400	\$	28.22
10/11/2023	Amelia Walk CDD	Mr. Bartender-Deposit for Fall Festival	1-320-57200-49400	\$	175.53
10/15/2023	Amelia Walk CDD	Walmart-Plates/Cups for Events	1-320-57200-49400	\$	47.51
10/17/2023	Amelia Walk CDD	Winn Dixie-Wine for Fall Festival	1-320-57200-49400	\$	171.30
10/17/2023	Amelia Walk CDD	Publix-Pumpkins for Fall Festival	1-320-57200-49400	\$	15.23
10/20/2023	Amelia Walk CDD	Mocama-Beer for Fall Festival	1-320-57200-49400	\$	211.00
10/20/2023	Amelia Walk CDD	Mr. Bartender-Remainder for Fall Festival	1-320-57200-49400	\$	175.52
10/21/2023	Amelia Walk CDD	Publix-Ice for Fall Festival	1-320-57200-49400	\$	26.70
10/21/2023	Amelia Walk CDD	Marco's Pizza-Pizza for Fall Festival	1-320-57200-49400	\$	200.86
10/21/2023	Amelia Walk CDD	Walmart-Desserts for Fall Festival	1-320-57200-49400	\$	35.52
10/26/2023	Amelia Walk CDD	My Parking Sign-Signs for Haul Road	1-320-57200-62000	\$	92.12
10/26/2023	Amelia Walk CDD	Home Depot-Holiday Lights Supplies	1-320-57200-52005	\$	709.30
10/27/2023	Amelia Walk CDD	Home Depot-Soil to fill in holes	1-320-57200-62000	\$	9.53
10/28/2023	Amelia Walk CDD	Amazon-Holiday Lights Supplies	1-320-57200-52005	\$	79.48
10/28/2023	Amelia Walk CDD	Amazon-Holiday Lights Supplies	1-320-57200-52005	\$	149.94
10/29/2023	Amelia Walk CDD	Amazon-Paper Towels	1-320-57200-52000	\$	53.97
		TOTA	AL	\$	2,555.96



Yulee - 904-548-1240 463737 State Rd 200 Yulee, Florida 32097-8652 10/03/2023 06:57 PM

STATIONER	Y & OFFICE SUPPLIES		
	HYDE & EEK	T	\$5.00
240437920	HYDE & EEK	T	\$10.00
	HYDE & EEK	T	\$5.00
	HYDE & EEK	T	\$10.00
240431454	HYDE & EEK	T	\$3,00
	HYDE & EEK	T	\$3.00
	HYDE & EEK	T	\$1.00
	Hyde & EEK!	T	\$3.00
240437443	Hyde & EEK!	T	\$2.00
2.22.17.372.35	2 @ \$1.00 ea		
240430096	HYDE & EEK	T	\$2.00
-	2 @ \$1.00 ea		
240431165	Hyde & EEK!	T	\$2,00
and Towns	2 @ \$1.00 ea		
	HYDE & EEK	T	\$3.00
240436957	Hyde & EEK!	T	\$2.00
	2 @ \$1.00 ea		

SUBTOTAL T = FL TAX 7.00000 on \$51.00 \$3.57 \$54.57 TOTAL *8437 VISA CHARGE \$54.57 AID: A0000000031010 Visa Credit E: 003312 AUTH CODE:

WHEN YOU RETURN ANY ITEM, YOUR RETURN CREDIT WILL NOT INCLUDE ANY PROMOTIONAL DISCOUNT OR COUPON THAT APPLIED TO THE ORIGINAL ORDER.

Your Target Circle earnings are in! Open the Target App or visit Target.com/Circle to see your benefits.

REC#2-3276-2155-0066-6081-8 VCD#758-258-342

Help make your Target Run better. Take a 2 minute survey about today's trip

informtarget.com User ID: 7672 3784 5993 Password: 339 182

CUÉNTENOS EN ESPAÑOL

Please take this survey within 7 days

Give us feedback @ survey.walmart.com Thank you! ID #:7SKVFV1RK11R

Walmart > <

904-261-9410 Mar: JOHN 464016 STATE ROAD 200 YULEE FL 32097 ST# 05037 OP# 002113 TE# 23 TR# 07596 # ITEMS SOLD 2 TC# 0178 8512 8181 6868 6209

9X12 CAT ENV 505478180449 STAMPS 000000000750K SUBTOTAL 2.82 X 13.20 0 16.02 0.20 16.22 16.22

TAX 1 7.000 % TOTAL

VISA **** **** **** 8437 I 1

Visa Credit **** *** **
APPROVAL # 004689
REF # 1042000314
TRANS ID - 463277459166436
VALIDATION - WK4D
PAYMENT SERVICE - E
AID A0000000031010
AAC 6A55C2D9973BE16D
TERMINAL # SC010274
*NO SIGNATURE REQUIRED
10/04/23 08:45:
CHANGE DUE

CHANGE DUE 0.00 Low Prices You Can Trust. Every Day. 10/04/23 08:45:20 ***CUSTOMER COPY***

Become a member Scan for free 30-day trial



amazon.com

Details for Order #114-7498545-1631436

Print this page for your records.

Order Placed: October 2, 2023

Amazon.com order number: 114-7498545-1631436

Order Total: \$128.98

Not Yet Shipped

Items Ordered Price

1 of: 2XL, TXLL101CT, GymWipes Antibacterial Towelettes Bucket Refill, 4 / Carton, \$122.99

Sold by: PetrA-1 (seller profile)

Supplied by: Other

Condition: New

Shipping Address:

Kelly Mullins 85287 Majestic Walk Blvd. Fernandina Beach, FL 32034 United States

Shipping Speed:

Standard Shipping

Payment information

Payment Method:

Visa ending in 8437

Item(s) Subtotal: \$122.99 \$5.99

Shipping & Handling:

Billing address

Kelly Mullins 5385 N Nob Hill Rd Sunrise, FL 33351

United States

Total before tax: \$128.98

Estimated tax to be collected: \$0.00

Grand Total: \$128.98

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2023, Amazon.com, Inc. or its affiliates

463785 STATE ROAD 200 YULEE, FL 32097 (904)225-2940

6921 00052 68461 SALE SELF CHECKOUT

10/04/23 12:46 PM

840072819335 ECSB113PK <A> 11.98 ECS (60W) B11 E12 FRO SW 3PK DIM BNT

SUBTOTAL SALES TAX TOTAL

0.84

USD\$ 12.82

AUTH CODE 004072/5524693 Chip Read AID A0000000031010

Visa Credit

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3147 SUMMARY THIS RECEIPT PO/JOB NAME: AW

2023 PRO XTRA SPEND 10/03:

\$119.40

As of 10/04/2023 your Paint Rewards level is Member; Spend 1000.00 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO \$100. Learn more at homedepot.com/credit



RETURN POLICY DEFINITIONS POLICY EXPIRES ON POLICY ID DAYS 01/02/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Optine en español

www.homedepot.com/survey

User ID: H89 144132 137263 PASSWORD: 23504 137211

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



Yulee - 904-548-1240 463737 State Rd 200 Yulee, Florida 32097-8652 10/08/2023 12:51 PM

GROCERY 071040045 UTZ			NF NF	\$6.99 \$6.49
071040038 UTZ	. D-1-	- 00 00		\$0.49
		e \$6.99	A spec	04.00
203600059 PURE L	THE		NF	\$4.99
HOME			5	
240437779 Hyde 8			T	\$3,00
LAUNDRY CLEANING	AND C	LOSET		
053215269 SPRITZ			T	\$3.00
240432657 HYDE 8	EEK		T	\$3.00
053210325 SPRITZ	1		T	\$3.00
053210005 SPRITZ			T	\$3.00
053212345 SPRITZ			T	\$3,00
		SUBTOT	AL.	\$36,47
T = FL TAX 7.	00000	on \$18.	00	\$1.26
2	10 201	TOT	AL	\$37.73
	*8437	VISA CH	ARGE	\$37.73
	0.107	AID:	10 11 1 1 1	000031010
		11415		sa Credit
		WW 1575 W 17	4 1	ou of our c

WHEN YOU RETURN ANY ITEM, YOUR RETURN CREDIT WILL NOT INCLUDE ANY PROMOTIONAL DISCOUNT OR COUPON THAT

AUTH CODE:

008413

Your Target Circle earnings are in! Open the Target App or visit Target com/Circle to see your benefits.

APPLIED TO THE ORIGINAL ORDER.

TOTAL SAVINGS THIS TRIP \$0.50

REC#2-3281-2155-0078-9183-4 VCD#750-253-745

Help make your Target Run better. Take a 2 minute survey about today's trip

> informtarget.com User ID: 7671 8784 5992 Password: 108 166

> > CUENTENOS EN ESPAÑOL

Please take this survey within 7 days



Details for Order #114-3097248-2932213

Order Placed: October 4, 2023

Amazon.com order number: 114-3097248-2932213

Order Total: \$39.99

Not Yet Shipped

Items Ordered

1 of: ToughBag 44 Gallon Commercial Trash Bags, 38x46" Black Garbage Bags (100 COUNT) - Large Outdoor Trash Can Liners

Price \$39.99

Grand Total: \$39.99

for Custodians, Landscapers, and Contractors - Made in USA Sold by: Shop-Square (seller profile) | Product question? (Ask Seller)

Business Price Condition: New

Shipping Address:

Kelly Mullins 85287 Majestic Walk Blvd.

Fernandina Beach, FL 32034

United States

Shipping Speed:

FREE Shipping

Payment	information	

Payment Method: Item(s) Subtotal: \$39.99

Visa | Last digits: 8437 Shipping & Handling: \$13.28

Billing address Promotion applied: -\$13.28
Kelly Mullins ----

5385 N Nob Hill Rd

Total before tax: \$39.99

Sunrise, FL 33351
Estimated Tax: \$0.00

United States Estimated Tax: \$0.00

To view the status of your order, return to Order Summary.

Publix

Island Walk Shopping 1421 Sadler Rd, Fernandina Beach, FL 32034 Store Manager: Josh Williamson 904-277-4911



0322 AAN 048 021

PIE PUMPKINS				
6.41 1b @	0.99/		6.35	F
You Saved		3.21		
PIE PUMPKINS				
7.07 lb @	0.99/	16	7.00	F
You Saved		3.53		
PIE PUMPKINS				
6.21 lb @	0.99/		6,15	F
You Saved		3.10		
PIE PUMPKINS				
6.46 lb @	0.99/	16	6.40	F
You Saved		3.23		
PIE PUMPKINS	4.2.0			
8.08 lb @	0.99/		8.00	F
You Saved		4.04		
PIE PUMPKINS				
6.62 1b @	0.99/		6.55	F
You Saved		3.31		
PIE PUMPKINS	V 52.V		7.57	
1.96 lb @	0.99/		1.94	F
You Saved		0.98		
PIE PUMPKINS		1.	3.32	
6.55 1b @	0.99/		6.48	F
You Saved		3.27		
PIE PUMPKINS	10.427		40.04	
6.17 lb@	0.99/		6.11	F
You Saved		3.08		
PIE PUMPKINS		**	2152	
7.05 lb @	0.99/	1b	6.98	F
You Saved		3.52		
PIE PUMPKINS	/	71		
	0.99/	ID	5.60	+
You Saved		2.83		
PIE PUMPKINS				

Publix.

Villages of Amelia 463855 State Road 200 Yulee, FL 32097 Store Manager: Ryan McQuade 904-261-2400



1406 AAN 036 084

PIE PUMPKINS	0.007	1b	3.66	1
3.70 lb ₪ You Saved	0.99/	1.85	3.00	-
PIE PUMPKINS		1.00		
3.61 lb @	0.99/	16	3.57	+
You Saved		1.80		
PIE PUMPKINS				
3.82 lb @	0.99/		3.78	+
You Saved		1.91		
PIE PUMPKINS	Car.	41	1 74	-
4.79 lb @	0.99/		4.74	E
You Saved		2.39		
PIE PUMPKINS	0.99/	16	4.23	F
4.27 lb @ You Saved		2.13	4.23	
PIE PUMPKINS		2.10		
4.45 lb @	0.99/	76	4.41	Ê
You Saved	0.5.3.51	2.22	1.31	
PIE PUMPKINS				
3.87 1b @	0.99/	7b	3.83	1
You Saved		1.93		
Order=lota	1		28.22	
Sales la			0.00	
Grand Tota			28.22	
Credit	Payr	ment	28.22	
Change			0.00	
Savings Summan	'у			
Special Pric	e Savi	ngs	14.23	
本本本本本本本本本本本本	1.青本字字本字	*****	赤字字字字亭车子子	k.k.
* Your S	Savings	at Publ	ix	*
本	14.			本
本本本本本本本本本本文本本本	*****	未来基本本本本本	李等等等李章等	6.

Receipt ID: 1405 AAN 036 084

Vou Saved 2.73 PIE PUMPKINS 6.82 lb @ 0.99/ lb 6.75 F Vou Saved 3.41 PIE PUMPKINS 4.20 F 4.24 lb @ 0.99/ lb 4.20 F 4.20 F You Saved 2.12 Order Total 83.92 Sales Tax 0.00 Grand Total 83.92 Credit Payment 83.92 Change 0.00 83.92 Change 0.00 Savings Summary Special Price Savings 42.36 42.36 ************************************	5.46 1b @	0.99/	16	5.41	-	-
6.82 lb @ 0.99/ lb 6.75 F You Saved 3.41 PIE PUMPKINS 4.24 lb @ 0.99/ lb 4.20 F You Saved 2.12 Order Total 83.92 Sales Tax 0.00 Grand Total 83.92 Credit Payment 83.92 Change 0.00 Savings Summary Special Price Savings 42.36 ************************************	You Saved		2.73			
You Saved 3.41 PIE PUMPKINS 4.24 lb @ 0.99/ lb 4.20 F 4.24 lb @ 0.99/ lb 4.20 F 4.20 F You Saved 2.12 Order Total 83.92 6.00 Grand Total 83.92 Credit Payment 83.92 6.00 Grand Total 83.92 Change 0.00 6.00 Grand Total 83.92 Change 0.00 6.00 Grand Total 83.92 Change 0.00 Grand Total 83.92 6.00 Grand 83.92 Credit Payment 83.92 6.00 Grand 83.92 Change 0.00 Grand Total 83.92 6.00	PIE PUMPKINS					
PIE PUMPKINS 4.24 lb @ 0.99/ lb 4.20 F	6.82 lb @	0.99/	lb	6.75	F	
4.24 lb @ 0.99/lb 4.20 F You Saved 2.12 Order Total 83.92 Sales Tax 0.00 Grand Total 83.92 Credit Payment 83.92 Change 0.00 Savings Summary Special Price Savings 42.36 ***********************************	You Saved		3.41			
You Saved 2.12 Order Total 83.92 Sales Tax 0.00 Grand Total 83.92 Credit Payment 83.92 Change 0.00 Savings Summary O.00 Special Price Savings 42.36 ************************************						
Order Total 83.92 Sales Tax 0.00 Grand Total 83.92 Credit Payment 83.92 Change 0.00 Savings Summary Special Price Savings 42.36 ************************************		0.99/	1b	4.20	F	
Sales Tax	You Saved		2.12			
Sales Tax	Order Total			83.92		
Credit Payment 83.92 Change 0.00 Savings Summary Special Price Savings 42.36 ***********************************	Sales Tax			0.00		
Change 0.00 Savings Summary Special Price Savings 42.36 ***********************************	Grand Total			83,92		
Savings Summary Special Price Savings	Credit	Payme	ent	83.92		
Special Price Savings 42.36 ************************************	Change			0.00		
Special Price Savings 42.36 ************************************	Savings Summary					
**************************************			gs	42.36		
* 42.36 *	********	****	*****	*****	K	
TE IND	* Your Sa	vings a	at Publix	1 1	1	
**********	*	42.3	5	1	ķ.	
	****	****	*******	****	k	

Receipt ID: 0322 AAN 048 021

16.

PRESTO!

Trace #: 041089

Reference #: 0699107472 Acct #: XXXXXXXXXXXXXX8437

Purchase VISA Amount: \$83.92 Auth #: 010054

CREDIT CARD PURCHASE
A0000000031010 Visa Credit
Entry Method: Chip Read
Mode: Issuer

Your cashier was Lisa C.

10/10/2023 14:25 S0322 R104 8021 C0286

Join the Publix family!
Apply today at apply.publix.jobs.
We're an equal opportunity employer.

Publix Super Markets, Inc.

From:

Destiny Whitehead

Mr.Barrtenderr Food & Drinks (904) 5215323

mrbarrtenderr@gmail.com

Bill To: Kelly Mullins

ameliawalkmanager@gmsnf.com

Project: Kelly Mullins's Project

Type Social

Date Oct 21, 2023

Time TBD

Location 85287 Majestic Walk Blvd

PAYMENT CONFIRMATION

You've completed 1 of 2 payments / Retainer for "Personalized Event Proposal"

INVOICE #000320-001

TOTAL \$175.53

CHARGE DATE 05:42 pm | Oct 11, 2023

DUE DATE Oct 10, 2023

PAYMENT METHOD Visa (XXXX-8437)

Give us feedback @ survey.walmart.com Thank you! ID #:75KWK01RJV7D

Walmart > <

WM Supercenter 904-261-9410 Mgr. JOHN 464016 STATE ROAD 200 YULEE FL 32097 ST# 05037 0P# 009004 TE# 04 TR# 02005

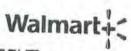
ITEMS SOLD 8 TC# 4167 7515 7750 8984 6405



HH PAINTBRSH HH 50PC BRSH WHITE WEB	041165001480 041165001480 194356089700 090672052180 071765216630 071765216630 078742088300 078742187080	5.12 X 5.12 X 5.86 X 9.98 X 1.98 X 1.98 X 5.42 X 8.94 X
TA	SUBTOTAL.	44.40

TAX1 7.0000 % TOTAL 47.51 VISA TEND 47.51 CHANGE DUE 0.00

VISA CREDIT- 8437 I 1 APPR#015999 47.51 TOTAL PURCHASE REF # 328800043036 TRANS ID - 583288519106305 VALIDATION - K57R PAYMENT SERVICE - E AID A0000000031010 TC A4F484402D17A13B TERMINAL # 21187741 *No Signature Required 10/15/23 10:25:10





■答回 Become a member today Scan for 30-day free trial.

Low prices You Can Trust, Every Day, 10/15/23 10:25:24

Winn Dixie.

96076 LOFTON SQUARE ct, YULEE, FL Store (904) 261-6100 Pharmacy (904) 261-6500

10/17/23 1:20pm 0180 001 60 Store Manager: MATTHEW Your Cashier: LISA

44231017018000100969488006000000

		Reg	You Pay	
QTY 5	DEBONAIR CHARD *	\$74.95	\$40.47	T
	You save (\$34.48)			
QTY 5	Les Allies Wine *	\$84.95	\$45.87	T
	You save (\$39.08)			
DTY 5	Natura Wine *	\$69.95	\$25.18	T
	You save (\$44.77)			
QTY 4	Federalist Wine *	\$71.96	\$48.57	T
	You save (\$23.39)			
	Federalist Wine *	\$17.99	\$0.00	T
	You save (\$17.99)			

Date of Birth = xx/xx/xx Total number of items sold = 20

\$160.09
\$11,21
\$171.30
\$171.30

*************843**7

APPROVAL CODE 017887 SEQ #: 15480

AID A0000000031010

Change \$0.00

Winn-Dixle rewards (ending in 5131) rewards savings Coupon savings Total savings \$0 \$159.71 \$159.71

Points summary*:

Bonus earned Base earned Total balance 0 95 89

Worth \$0.95 in FREE groceries "May not include pending points activity

Every 100 points = \$1 in FREE proceries. Terms apply. See WinnDixie.com for details

Thank you for shopping your local Winn-Dixie!



Spend \$30+ in a single transaction & score a points multiplier coupen to multiply your base points on your next purchase.

Eacher any apply Senators for details

Publix

Villages of Amelia 463855 State Road 200 Yulee, FL 32097 Store Manager: Ryan McQuade 904-261-2400



1406 AHN 065 788

PIE PUMPKINS					
2.70 1b @	0.99/	1b	2.67	F	
You Saved		1.35			
PIE PUMPKINS					
2.31 lb@	0.99/	1b	2.29	F	
You Saved		1.15			
PIE PUMPKINS					
2.32 1b @	0.99/	16	2.30	F	
You Saved		1.16			
PIE PUMPKINS					
2.07 lb 0	0.99/	1b	2.05	F	
You Saved		1.03			
PIE PUMPKINS					
1.84 lb @	0.99/	1b	1.82	F	
You Saved		0.92			
APPLES GALA L	là			-	
1.71 lb @	2.18/	15	3.73	F	
oided Item					
APPLES GALA L			-	_	
1.71 lb 0		ID	-3.13	F	
APPLES GALA L	li and	90	n 20	-	
1.71 lb @	2,18/	ID	3.73	1	
/oided Item	0				
APPLES GALA L	U 10/	716	n 20	*	
1.71 lb 0	-2.18/	10	-3.13	1	
PIE PUMPKINS	0.007	16	1 50	-	
1.71 1b @	0.99/	ID DE	1.69	+	
You Saved		0.85			
The second of the					

2.43 1b 0	0.99/ lb	2.41	F
You Saved	1.21		
Order Total		15.23	
Sales Tax		0.00	
Grand Total		15.23	
Credit	Payment	15.23	
Change		0.00	
Savings Summary			
Special Price	Savings	7.67	
*****	******	*****	
* Your Sa	vings at Publ	x *	
*	7.67	*	
*****	*****	*****	
Receint T	D. 1406 AHN DE	5 788	

PRESTO!

Trace #: 068878

Reference #: 0542025965 Acct #: XXXXXXXXXXXXXXXXXXXXXX

Purchase VISA Amount: \$15.23 Auth #: 017822

PURCHASE CREDIT CARD A000000031010 Visa Credit Entry Method: Chip Read Mode:

Your cashier was Josh P.

10/17/2023 12:53 S1406 R106 5788 C0244

Join the Publix family! Apply today at apply.publix.jobs. We're an equal opportunity employer.

Publix Super Markets, Inc.

----- Forwarded message -----

From: cpayment@arryved.com>
Date: Fri, Oct 20, 2023 at 2:09 PM

Subject: Thanks for your purchase at Mocama Beer Company

To: < hatton3@gmail.com>

Mocama Beer Company

629 S. 8th St.

Fernandina Beach, FL 32034

Table N/A	Check 186715	Guest
Ernest G	Start Fri Oct 20, 2023 01:09PM	
1	Dune Garden Lager Keg	\$68.00
1	Cosmico Keg	\$75.00
1	3 o'clock bock keg	\$68.00
		Subtotal: \$211.00
		Tax: \$0.00
		Tip: \$0.00
		PAID: \$211.00
Fri Oct 20, 2023 01:09PM		VISA *8437

THANK YOU FOR VISITING

From:

Destiny Whitehead Mr.Barrtenderr Food & Drinks (904) 5215323

mrbarrtenderr@gmail.com

Bill To:

Kelly Mullins

ameliawalkmanager@gmsnf.com

Project:

Kelly Mullins's Project

Type

Social

Date

Oct 21, 2023

Time

Location

85287 Majestic Walk Blvd

PAYMENT CONFIRMATION

You've completed 2 of 2 payments for "Personalized Event Proposal"

INVOICE #000320-002

TOTAL \$175.52

CHARGE DATE 11:23 am | Oct 20, 2023

DUE DATE Oct 20, 2023

PAYMENT METHOD Visa (XXXX-8437)



Villages of Amelia 463855 State Road 200 Yulee, FL 32097 Store Manager: Ryan McQuade 904-261-2400



1406 ALN 037 955

ICE 16 LB 5 @ 4.99 24.95 T F

Order Yotal 24.95

der lotal 24.95 Sales Tax 1.75

| Grand Total | 26.70 | | Credit | Payment | 26.70 | Change | 0.00 |

Receipt ID: 1406 ALN 037 955

PRESTO!

Trace #: 031738

Reference #: 0547151201 Acct #: XXXXXXXXXXXXXX8437

Purchase VISA Amount: \$26.70 Auth #: 021965

CREDIT CARD A0000000031010 PURCHASE Visa Credit Chip Read Issuer

Entry Method: Mode:

Your cashier was Astrid

10/21/2023 14:41 S1406 R103 7955 C0188

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Apply today at apply.publix.jobs.
We're an equal opportunity employer.

Publix Super Markets, Inc.

ameliawalkmanager@gmsnf.com

From: Kelly Mullins <kellybrooke31380@hotmail.com>

Sent: Monday, October 23, 2023 8:18 PM **To:** ameliawalkmanager@gmsnf.com

Subject: Fwd: Confirmation

Sent from my iPhone

Begin forwarded message:

From: Marco's Pizza <noreply@marcos.com>
Date: October 21, 2023 at 3:15:12 PM EDT
To: kellybrooke31380@hotmail.com

Subject: Confirmation



Marco's Pizza 463909 St. Rd. 200 Yulee, FL 32094 (904) 663-6111 Order Type: Delivery
Promise 10/21/23 3:45
Time: PM
Order No.: 100
Transaction#: 111315534

Order Confirmation Email

Hello Kelly,

We have received your order. Get ready for some delicious food!

ltem Qu	uantity	Price
XLarge Build Your Own Original Crust, Pizza Sauce, Base Cheese, Pizza Sauce Cup Comment: CUT Square	6	\$13.99
XLarge Build Your Own Original Crust, Pizza Sauce, Base Cheese, Pepperoni, Ranch Cup Comment: CUT Square	6	\$16.18
XLarge Garden Original Crust, Pizza Sauce, Base Cheese, Mushroom, Onions, No Black Olives, Tomatoes, Feta Cheese, Garlic Sauce Cup Comment: CUT Square	3	\$21.99
Subtot		\$246.99 -\$74.09
Delivery Charg		\$4.99
Ta		\$12.97
Tot		\$200.86
Visa(843 Gratui		\$200.86 \$10.00

Give us feedback @ survey.walmart.com Thank you! ID #:7SKX5Z1RJS6W

Walmart > <

WM Supercenter 904-261-9410 Mgr. JOHN 464016 STATE ROAD 200 YULEE FL 32097 ST# 05037 OP# 009001 TE# 01 TR# 00067

ITEMS SOLD 5 TC# 0687 7235 7550 8784 9445



GV BITE PAR 078742276130 F MXD CH SGR 040000590380 F HW BRW TRAY 194346112380 F 2.67 0 12.56 T 6.47 0 6.47 0 WM PUMPKIN 078742174600 F FSTD SGR CKS 194346117320 F 6.47 0

> SUBTOTAL 34.64 TAX1 7.0000 % 0.88 35.52 35.52 TOTAL VISA TEND CHANGE DUE 0.00

-

VISA CREDIT- 8437 I 1 APPR#021146 35.52 TOTAL PURCHASE REF # 329400384183 TRANS ID - 463294532331054 VALIDATION - SSBG PAYMENT SERVICE - E AID A0000000031010 TC A1CE5FA1B459FBB2 TERMINAL # 21163050 *No Signature Required 10/21/23 10 10:47:12





Become a member today
Scan for 30-day free trial

Low prices You Can Trust, Every Day. 10/21/23 10:47:25



A SmartSign Store 300 Cadman Plaza West, Suite 1303 Brooklyn, NY 11201 Billing: (718) 797-1900 x117

Sales: (800) 952-1457

	IIII OICE
Order Date	Order#
10/26/2023	MPS-820017

INVOICE

Bill To	Ship To
Kelly Mullins	Kelly Mullins
Amelia Walk CDD	Amelia Walk CDD
5385 N NOB HILL RD	85287 MAJESTIC WALK BLVD
SUNRISE, FL 33351 4761	FERNANDINA BEACH, FL 32034 3785
United States	United States

Terms: Due on Receipt			
CC: VisaCard	Name: Kelly Mullins	Card #***********8437	Expiry: 06/26

Item Description	Unit Price	Qty.	Amount
Please Make Sure the Gate Is Closed Properly Size: 18" x 12" • Part#: K2-1499-AL-12x18	\$23.0300 /Sign Pkg: 1 Sign	4 Signs	\$92.12
Shipped via: UPS ground Tracking #: 1Z59F27F0320950964			
Thanks for purchasing from MyParkingSign .com			

The amount shown on	this invoice	are in US Dollars.
---------------------	--------------	--------------------

Please make checks payable to **SmartSign** and mail to the following address: Xpressmyself.Com LLC DEPT CH 18136, PALATINE IL 60055-8136

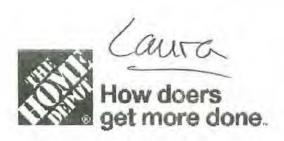
If you will be sending remittances via overnight express mail, please remit to: Xpressmyself.Com LLC

Lockbox #18136

5505 N. Cumberland Ave Ste 307, Chicago IL 60656-1471

\$92.12 Product Subtotal: Shipping Charges: Free \$92.12 Order Total (in US Dollars): \$92.12 Payments: \$0.00 Outstanding Amount:

PAID IN FULL



463785 STATE ROAD 200 YULEE, FL 32097 (904)225-2940

6921 00003 74801 10/26/23 01:12 PM SALE CASHIER LAURA -

756847002379 15F1 16/3BLK <A> 15FT 16/3 WORKSHOP EXT CORD BLK 509.98 49.90N

509.98 029944550556 100L LED <A> 100L WARM WHITE MINI LED STEADY LIT 30021.98 659.40N

> SUBTOTAL 709.30 SALES TAX 0.00

TAX EXEMPT SALES TAX 0.0

TOTAL \$709.30

AUTH CODE 026287/3032746 USD\$ 709.30

Chip Read ATD A0000000031010 Visa Credit

P.O. #/JOB NAME: AW

6921 10/26/23 01:12 PM

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 01/24/2024

DID WE NAIL IT?

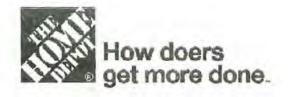
Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en espanol

-www.homedepot.com/survey

-User ID: H89 156812 149894 PASSWORD: 23526 149891

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



463785 STATE ROAD 200 VULEE, FL 32097 (904)225-2940

6921 00011 16714 SALE CASHIER LAURA

10/27/23 03:03 PM

749864501840 TOP SOIL <A> 40 LB TOPSOIL 3@2.97

8.91

SUBTOTAL SALES TAX 8.91

TOTAL

0.62 \$9.53

USD\$ 9.53

AUTH CODE 027014/2113218

Chip Read AID A0000000031010

Visa Credit

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3147 SUMMARY THIS RECEIPT PO/JOB NAME: 0

2023 PRO XTRA SPEND 10/26:

\$131 38

As of 10/27/2023 your Paint Rewards level is Member; Spend 1000.00 more in qualifying paint purchases to earn Bronze (10.0% off) on select paint

Get the CREDIT LINE your business needs PLUS earn Perks 4X FASTER when you join Pro Xtra, register, & use your Pro Xtra Credit Card. Apply and SAVE UP TO \$100. Learn more at homedepot com/credit

6921

RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 1 90 01/25/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en espanol

www.homedepot.com/survey

User ID: HLM 40638 33728 PASSWORD: 23527 33717

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary

amazon.com

Details for Order #114-8906383-5350666

Order Placed: October 26, 2023

Amazon.com order number: 114-8906383-5350666

Order Total: \$79.48

Not Yet Shipped

Items Ordered Price

1 of: 6.6FT Long Christmas Inflatables Sante Claus on Sleigh with Snowman and Reindeer Outdoor Decorations, Giant Blow Up

Yard Décor Build in LEDs & Tethers Stakes for Holiday Xmas Indoor Patio Lawn

Sold by: MICOCAH-US (seller profile)

Business Price Condition: New

1 of: Eapele 6.5ft Cable Protector Cord Cover for Floor, Heavy Duty PVC Duct Easy to Unroll, Prevent Trip Hazard for Home Office

\$23,49

\$65.99

or Outdoor Settings

Sold by: Eapele (seller profile)

Business Price Condition: New

Shipping Address:

Kelly Mullins

85287 Majestic Walk Blvd.

Fernandina Beach, FL 32034

United States

Shipping Speed:

FREE Shipping

Payment information

Payment Method: Item(s) Subtotal: \$89.48 Visa | Last digits: 8437

Shipping & Handling: \$10.78 Promotion applied: -\$20.78

Billing address

Kelly Mullins

5385 N Nob Hill Rd Total before tax: \$79.48 Sunrise, FL 33351 **Estimated Tax:** \$0.00

United States

Grand Total: \$79.48

To view the status of your order, return to Order Summary .



Details for Order #114-5035382-7753045

Order Placed: October 23, 2023

Amazon.com order number: 114-5035382-7753045

Order Total: \$149.94

Not Yet Shipped

Items Ordered Price

\$24.99

Grand Total: \$149.94

6 of: GOOTHY 25FT Clear Outdoor LED String Lights, C7 Clear Christmas String Lights with 27 0.6W Ceramic LED Bulb (2

Spare)E12 Base, UL Listed for Patio Backyard Cafe Party Holiday Decoration-Green Wire

Sold by: Goothy (seller profile)

Condition: New

Shipping Address:

Kelly Mullins 85287 Majestic Walk Blvd. Fernandina Beach, FL 32034

United States

Shipping Speed:

FREE Shipping

Payment information

Payment Method: Item(s) Subtotal: \$149.94

Visa | Last digits: 8437

Shipping & Handling: \$9.96

Promotion applied: -\$9.96

Billing address

Kelly Mullins

Promotion applied: -\$9.96

5385 N Nob Hill Rd
Sunrise, FL 33351
Total before tax: \$149.94

United States \$0.00

To view the status of your order, return to Order Summary.



Details for Order #114-1675401-3701846

Order Placed: October 23, 2023

Amazon.com order number: 114-1675401-3701846

Order Total: \$53.97

Not Yet Shipped

Items Ordered Price

1 of: Amazon Brand - Prestol Flex-a-Size Paper Towels, 158 Sheet Huge roll, 6 Rolls, Equivalent to 19 Regular Rolls, White \$16

Sold by: Amazon (seller profile)

\$16.16

Business Price Condition: New

1 of: Pacific Blue Select Multifold Premium 2-Ply Paper Towels by GP PRO (Georgia-Pacific) White, 21000, 125 Paper Towels Per

\$37.81

Pack, 16 Packs Per Case

Sold by: Amazon (seller profile)

Business Price Condition: New

Shipping Address:

Kelly Mullins

85287 Majestic Walk Blvd.

Fernandina Beach, FL 32034

United States

Shipping Speed:

FREE Shipping

Payment information

Payment Method:Item(s) Subtotal: \$53.97Visa | Last digits: 8437Shipping & Handling: \$14.95

Billing address Promotion applied: -\$14,95

Kelly Mullins

5385 N Nob Hill Rd

Total before tax: \$53.97

Sunrise, FL 33351

Listed States

Total before tax: \$53.97

Estimated Tax: \$0.00

United States Estimated Tax: \$0.00

Grand Total: \$53.97

To view the status of your order, return to Order Summary .

Tuesday, November 28, 2023 at 08:37:46 Eastern Standard Time

Subject: RE: Amelia Walk CDD

Date: Tuesday, November 28, 2023 at 8:33:26 AM Eastern Standard

Time

From: Amanda Smith <Amanda.Smith@seacoastbank.com>
To: Sharyn Henning <shenning@gmssf.com>, Diana Correa

<Diana.Correa@seacoastbank.com>

CC: Chelsea Steele < Chelsea. Steele@seacoastbank.com > , Kelli King

<Kelli.King@seacoastbank.com>

Attachments: ~WRD0000.jpg, image001.gif

Hi Sharyn,

Sharyn Henning

Diana is out of the office today. An overnight check would be great. Would you like for us to prepare a label for you?

Thank you, Amanda



Amanda Smith I *VP, Treasury Management Sales Officer* 400 N Ashley Dr. Suite 1400 Tampa, FL 33602

Amanda.Smith@SeacoastBank.com O: 813-505-7900 TM Support: 866-414-2223



From: Sharyn Henning <<u>shenning@gmssf.com</u>>
Sent: Tuesday, November 28, 2023 8:32 AM

To: Diana Correa < Diana. Correa@seacoastbank.com>

Cc: Amanda Smith < Amanda. Smith@seacoastbank.com>; Chelsea Steele

<Chelsea.Steele@seacoastbank.com>; Kelli King <Kelli.King@seacoastbank.com>

Subject: Re: Amelia Walk CDD

SENDER EXTERNAL TO SEACOAST - Use caution with links & attachments.

If you are suspicious of this email, click the "**Phish Alert**" button to send it to Information Security for review.

Good Morning Diana,

I do not have a branch near me to make a deposit. Can I send a check via overnight mail? Daniel is out of the office. When he returns, he can make the deposit, but it won't be until next week. Let me know which you prefer. Thanks,

Sharyn Henning, CPA* GMS-SF, LLC 5385 North Nob Hill Road Sunrise, FL 33351 (954) 721-8681 x205 www.govmgtsvc.com

shenning@gmssf.com

*Regulated by the State of Florida



From: Diana Correa < Diana.Correa@seacoastbank.com >

Date: Friday, November 24, 2023 at 4:24 PM **To:** Sharyn Henning shenning@gmssf.com>

Cc: Amanda Smith < Amanda. Smith@seacoastbank.com>. Chelsea Steele

< Chelsea. Steele@seacoastbank.com >, Kelli King < Kelli.King@seacoastbank.com >

Subject: Amelia Walk CDD

Hi Sharyn – I hope you and your family had a great Thanksgiving!

The new checking account for Amelia Walk CDD its open and ready to be funded. Please let us know how are you planning to transfer funds to the account and if you need anything from us to get this completed. Also, please let us know if you need any checks for the new account.

I have copied Amanda Smith from our Treasury Management department to this email. Amanda and her team will work on the Treasury Management services implementation and they will be reaching out to you next week to schedule training.

Please do not hesitate to reach out at any time with any questions or concerns.

Thank you,

Diana Correa | AVP, Banking Center Manager I | NMLS #2364240

1950 Ringling Blvd Ste 101 Sarasota, FL 34236

Diana.Correa@SeacoastBank.com | O: 941.806.5487 | T: 800.706.9991

Internal Ext: 25022



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77151 Citizens Circle Yulee, FL 32097

Bill To:

Amelia Walk

Attention:

475 West Town Plaza

St. Augustine, FL 00000

dlaughlin@gmsnf.com

N	V	U	ľ	ت	ᆮ

Invoice ID:	11764
Date:	11/12/2023
Customer #:	32
Due Date:	11/27/2023

D (
Reference	۸.
1 (010101100	

DESCRIPTION Traffic Control -		QTY 4.000	RATE \$48.00	TOTAL \$192.00
- Admin Fee Per Hour		4.000	\$2.00	\$8.00
	TOTAL:	8.000		\$200.00

001.320.57200.34504 \$202.00

Amount Paid: \$0.00

Balance Due: \$200.00

Notes

All deputies must be paid individually; Please remit checks to each individual listed on the invoice for the amount shown (to include any fees listed) and mail to:

Nassau County Sheriff's Office 77151 Citizens Cir Yulee, Florida 32097



77151 Citizens Circle Yulee, FL 32097

Bill To:

Amelia Walk

Attention:

475 West Town Plaza

St. Augustine, FL 00000

dlaughlin@gmsnf.com

Invoice ID:	11780
Date:	11/14/2023
Customer #:	32
Due Date:	11/29/2023

Reference:

TOTAL:	8.000		\$200.00
- Admin Fee Per Hour	4.000	\$2.00	\$8.00
Traffic Control - Note: payment pending	4.000	\$48.00	\$192.00
DESCRIPTION	QTY	RATE	TOTAL

001.320.57200.34504 \$202.00

Amount Paid: \$0.00

Balance Due: \$200.00

Notes

All deputies must be paid individually; Please remit checks to each individual listed on the invoice for the amount shown (to include any fees listed) and mail to:

Nassau County Sheriff's Office 77151 Citizens Cir Yulee, Florida 32097



77151 Citizens Circle Yulee, FL 32097

Bill To:

Amelia Walk

Attention:

475 West Town Plaza

St. Augustine, FL 00000

dlaughlin@gmsnf.com

Ш	N	٧	U	ľ	J	

Invoice ID:	11804
Date:	11/18/2023
Customer #:	32
Due Date:	12/03/2023

Dafa	ronoo	
ueie	rence	

DESCRIPTION	QTY	RATE	TOTAL
Traffic Control -	4.000	\$48.00	\$192.00
- Admin Fee Per Hour	4.000	\$2.00	\$8.00
-	TOTAL: 8.000		\$200.00

001.320.57200.34504 \$202.00 Amount Paid: \$0.00

Balance Due: \$200.00

Notes

All deputies must be paid individually; Please remit checks to each individual listed on the invoice for the amount shown (to include any fees listed) and mail to:

Nassau County Sheriff's Office 77151 Citizens Cir Yulee, Florida 32097



77151 Citizens Circle Yulee, FL 32097

Bill To:

Amelia Walk

Attention:

475 West Town Plaza

St. Augustine, FL 00000

dlaughlin@gmsnf.com

INVOICE	
---------	--

Invoice ID:	11749
Date:	11/10/2023
Customer #:	32
Due Date:	11/25/2023

Reference:

- Admin Fee Per Hour TOTAL:	4.000 8.000	\$2.00	\$8.00 \$200.00
Traffic Control -	4.000	\$48.00	\$192.00
DESCRIPTION	QTY	RATE	TOTAL

001.320.57200.34504 \$202.00

Amount Paid: \$0.00

Balance Due: \$200.00

Notes

All deputies must be paid individually; Please remit checks to each individual listed on the invoice for the amount shown (to include any fees listed) and mail to:

Nassau County Sheriff's Office 77151 Citizens Cir Yulee, Florida 32097



77151 Citizens Circle Yulee, FL 32097

Bill To:

Amelia Walk

Attention:

475 West Town Plaza

St. Augustine, FL 00000

dlaughlin@gmsnf.com

Invoice ID:	11848
Date:	11/27/2023
Customer #:	32
Due Date:	12/12/2023

- Admin Fee Per Hour	4.000	\$2.00	\$8.00
- Admin Fee Per Hour	4.000	\$2.00	\$8.00

Amount Paid: \$0.00

Balance Due: \$200.00

Notes

All deputies must be paid individually; Please remit checks to each individual listed on the invoice for the amount shown (to include any fees listed) and mail to:

Nassau County Sheriff's Office 77151 Citizens Cir Yulee, Florida 32097



77151 Citizens Circle Yulee, FL 32097

Bill To:

Amelia Walk

Attention:

475 West Town Plaza

St. Augustine, FL 00000

dlaughlin@gmsnf.com

|--|

Invoice ID:	11837
Date:	11/24/2023
Customer #:	32
Due Date:	12/09/2023

Reference:

DESCRIPTION		QTY	RATE	TOTAL
Traffic Control -		4.000	\$58.00	\$232.00
- Admin Fee Per Hour		4.000	\$2.00	\$8.00
	TOTAL:	8.000		\$240.00

001.320.57200.34504 \$242.40

Amount Paid: \$0.00

Balance Due: \$240.00

Notes

All deputies must be paid individually; Please remit checks to each individual listed on the invoice for the amount shown (to include any fees listed) and mail to:

Nassau County Sheriff's Office 77151 Citizens Cir Yulee, Florida 32097

Amelia Walk CDD

FPL Electric

November-23

	V#21	001.320.57200.43001
78458-32232	000 AMELIA CONCOURSE	\$ 3,222.23
	V#21	001.320.57200.43000
		\$ 2,225.95
81986-72449	85633 FALL RIVER PKWY #IRR	\$ 68.51
64677-16194	85254 FALL RIVER PKWY ENTRANCE	\$ 259.23
84322-19536	85059 MAJESTIC WALK BLVD.	\$ 26.48
86669-98532	85287 MAJESTIC WALK BLVD.	\$ 25.66
14381-88177	85108 MAJESTIC WALK BLVD. # IRR	\$ 25.83
90653-46331	85257 MAJESTIC WALK BLVD. FTN	\$ 594.30
79966-25336	85287 MAJESTIC WALK BLVD. CLUB	\$ 866.72
76801-07336	85359 MAJESTIC WALK BLVD.	\$ 41.93
73913-05054	85057 MAJESTIC WALK BLVD.#LS	\$ 317.29



Electric Bill Statement

For: Oct 9, 2023 to Nov 7, 2023 (29 days)

Statement Date: Nov 7, 2023 Account Number: 64677-16194

Service Address:

85254 FALL RIVER PKWY # IRR FERNANDINA BEACH, FL 32034

Hello Amelia Walk Cdd, Here's what you owe for this billing period.

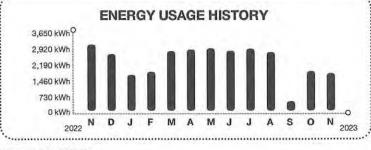
CURRENT BILL

\$259.23

TOTAL AMOUNT YOU OWE

Nov 28, 2023

NEW CHARGES DUE BY



KEEP IN MIND

Payment received after January 29, 2024 is considered LATE; a late payment charge of 1% will apply.

BILL SUMMARY

Amount of your last bill 275.68 Payments received -275.68 0.00 Balance before new charges

259.23 Total new charges

\$259.23 Total amount you owe

(See page 2 for bill details.)

Subscribe to FPL SolarTogether® and enjoy solar energy with zero upfront costs and no rooftop panels. Available if you rent or own. FPL.com/LetsGoSolar

Customer Service:

(386) 252-1541 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-40UTAGE (468-8243) 711 (Relay Service)



27

3405646771619403295200000

0004 029553 0001

10

The amount enclosed includes the following donation: FPL Care To Share:

Make check payable to FPL in U.S. funds and mail along with this coupon to:

AMELIA WALK CDD 5385 N NOB HILL RD SUNRISE FL 33351-4761



GENERAL MAIL FACILITY MIAMI FL 33188-0001

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Visit FPL.com/PayBill for ways to pay.

64677-16194 ACCOUNT NUMBER

\$259.23 TOTAL AMOUNT YOU OWE Nov 28, 2023

NEW CHARGES DUE BY

AMOUNT ENGLOSED



Account Number: 64677-16194 FPL.com Page 2

0002 0004 029553



	BILL DETA	ILS	
	your last bill eceived - Thank you		275.68
inno (innonminimi	efore new charges	***************************************	\$0.00
New Char	ges RESIDENTIAL SERVICE	\$9.48 \$182.44	*****
Fuel:	(Ner 1000 kWh at \$0.034630) (Over 1000 kWh at \$0.104550) (First 1000 kWh at \$0.028390) (Over 1000 kWh at \$0.038390)	\$60.64	
Electric se	rvice amount	252.56	
Gross rece	eipts tax (State tax)	6.48	
Taxes and	charges	6.48	
Regulatory	fee (State fee)	0.19	
Total new	charges		\$259.23
Total amo	unt you owe		\$259.23

METER SUMMARY

Meter reading - Meter ACD5703. Next meter reading Dec 6, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	43010		41170		1840

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 7, 2023	Oct 9, 2023	Nov 7, 2022
kWh Used	1840	1952	3282
Service days	29	31	31
kWh/day	63	63	106
Amount	\$259.23	\$275.68	\$421.82

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
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Electric Bill Statement

For: Oct 9, 2023 to Nov 7, 2023 (29 days)

Statement Date: Nov 7, 2023 Account Number: 81986-72449

Service Address:

85633 FALL RIVER PKWY # IRR FERNANDINA BEACH, FL 32034

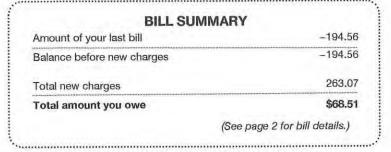
Hello Amelia Walk Cdd, Here's what you owe for this billing period.



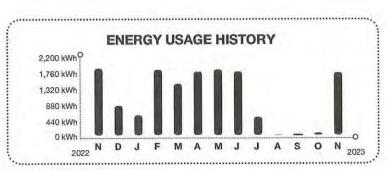
\$68.51 TOTAL AMOUNT YOU OWE

Nov 28, 2023

NEW CHARGES DUE BY



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Customer Service: Outside Florida: (386) 252-1541 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-4OUTAGE (468-8243) 711 (Relay Service)



0003 0004 029553

AMELIA WALK CDD 5385 N NOB HILL RD SUNRISE FL 33351-4761 / 27

19456 3405819867244981586000000

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81986-72449 ACCOUNT NUMBER

\$68.51
TOTAL AMOUNT YOU OWE

Nov 28, 2023

.

NEW CHARGES DUE BY

\$68.51

81986-72449



Total amount you owe

	BILL DETA	ILS	
Amount of	your last bill		-194.56
Balance b	efore new charges		-\$194.56
New Char Rate: RS-1	ges RESIDENTIAL SERVICE		
Base char	ge:	\$9.48	
Non-fuel:	(First 1000 kWh at \$0,094630) (Over 1000 kWh at \$0.104550)	\$185.18	
Fuel:	(First 1000 kWh at \$0.028390) (Over 1000 kWh at \$0.038390)	\$61.64	
Electric se	rvice amount	256.30	
Gross rece	eipts tax (State tax)	6.58	
Taxes and	charges	6.58	
Regulatory	fee (State fee)	0.19	
Total new	charges		\$263.07

Customer Name:

Amelia Walk Cdd

METER SUMMARY

Meter reading - Meter ACD0023. Next meter reading Dec 6, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	26569		24703		1866

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 7, 2023	Oct 9, 2023	Nov 7, 2022
kWh Used	1866	57	1994
Service days	29	31	31
kWh/day	64	2	64
Amount	\$263.07	\$28.73	\$251.85

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Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 Account Number: 14381-88177

Service Address:

85108 MAJESTIC WALK BLVD # IRRIGATION

FERNANDINA BEACH, FL 32034

AMELIA WALK CDD, Here's what you owe for this billing period.

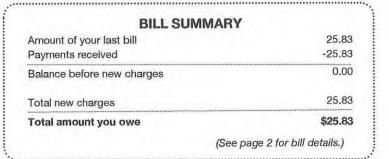


\$25.83

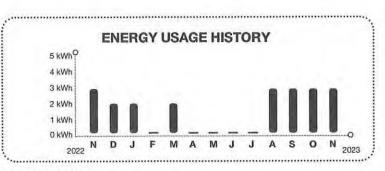
TOTAL AMOUNT YOU OWE

Dec 8, 2023

NEW CHARGES DUE BY

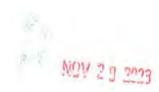


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Customer Service: Outside Florida:

(386) 255-3020 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-40UTAGE (468-8243) 711 (Relay Service)



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0001 0018 450011 #BWNDJNQ *** #1864143LQ778881# AMELIA WALK CDD C/O GMS-SF-LLC 5385 N NOB HILL RD SUNRISE FL 33351-4761 10



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14381-88177 ACCOUNT NUMBER

\$25.83 TOTAL AMOUNT YOU OWE Dec 8, 2023

NEW CHARGES DUE BY



BILL DE	TAILS	
Amount of your last bill Payment received - Thank you		25.83 -25.83
Balance before new charges		\$0.00
New Charges	ND / BURNESS	
Rate: GS-1 GENERAL SVC NON-DEMA Base charge;	\$12.68	
Minimum base bill charge:	\$12.10	
Non-fuel: (\$0.094820 per kWh)	\$0.29	
Fuel: (\$0.031510 per kWh)	\$0.09	
Electric service amount	25.16	
Gross receipts tax (State tax)	0.65	
Taxes and charges	0.65	
Regulatory fee (State fee)	0,02	
Total new charges		\$25.83
Total amount you owe		\$25.83

METER SUMMARY

Meter reading - Meter AC94981. Next meter reading Dec 18, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	00202		00199		3

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	3	3	3
Service days	29	30	29
kWh/day	0	0	0
Amount	\$25.83	\$25.83	\$25.80

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Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 Account Number: 73913-05054

Service Address:

85057 MAJESTIC WALK BLVD # LIFT FERNANDINA BEACH, FL 32034

AMELIA WALK CDD, Here's what you owe for this billing period.



\$317.29

TOTAL AMOUNT YOU OWE

Dec 8, 2023

NEW CHARGES DUE BY



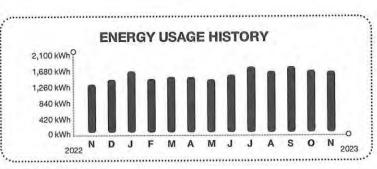
Amount of your last bill 280.43 -280.43Payments received 0.00 Balance before new charges 317.29 Total new charges

Total amount you owe

(See page 2 for bill details,)

\$317.29

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Customer Service: Outside Florida:

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73913-05054 ACCOUNT NUMBER

\$317.29

Dec 8, 2023

NEW CHARGES DUE BY

AMOUNT ENCLOSED



BILL D	ETAILS	
Amount of your last bill Payment received - Thank you		280,43 -280,43
Balance before new charges		\$0.00
New Charges		
Rate: GSD-1 GENERAL SERVICE DEN	MAND	
Base charge;	\$29.98	
Non-fuel: (\$0.034670 per kWh)	\$60.09	
Fuel: (\$0.031510 per kWh)	\$54.61	
Demand: (\$12.65 per KW)	\$164.45	
Electric service amount	309.13	
Gross receipts tax (State tax)	7.93	
Taxes and charges	7.93	
Regulatory fee (State fee)	0.23	
Total new charges		\$317.29
Total amount you owe		\$317.29

METER SUMMARY

Meter reading - Meter KN20453. Next meter reading Dec 18, 2023.

Usage Type	Current	40	Previous	=	Usage
kWh used	94093		92360		1733
Demand KW	12.85				13

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	1733	1764	1376
Service days	29	30	29
kWh/day	59	58	47
Amount	\$317.29	\$280.43	\$205.50

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Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 Account Number: 76801-07336

Service Address:

85359 MAJESTIC WALK BLVD #ENTRANCE FERNANDINA BEACH, FL 32034

AMELIA WALK CDD, Here's what you owe for this billing period.

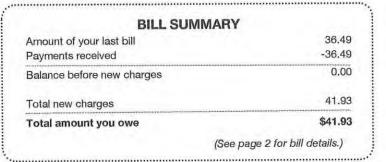
CURRENT BILL

\$41.93

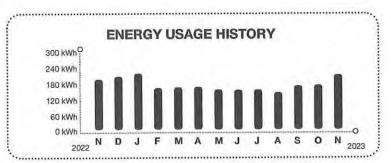
TOTAL AMOUNT YOU OWE

Dec 8, 2023

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Customer Service: Outside Florida: (386) 255-3020 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-4OUTAGE (468-8243) 711 (Relay Service)



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76801-07336 ACCOUNT NUMBER

27

36

\$41.93 TOTAL AMOUNT YOU OWE Dec 8, 2023

4

NEW CHARGES DUE BY

AMOUNT ENCLOSED



BILL DET	AILS	
Amount of your last bill Payment received - Thank you		36.49 -36.49
Balance before new charges		\$0.00
New Charges Rate: GS-1 GENERAL SVC NON-DEMAN Base charge: Non-fuel: (\$0.094820 per kWh) Fuel: (\$0.031510 per kWh)	D / BUSINESS \$12.68 \$21.14 \$7.03	
Electric service amount	40.85	
Gross receipts tax (State tax)	1.05	
Taxes and charges	1.05	
Regulatory fee (State fee)	0.03	
Total new charges		\$41.93
Total amount you owe		\$41.93

METER SUMMARY

Meter reading - Meter ACD4413. Next meter reading Dec 18, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	24338		24115		223

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	223	181	205
Service days	29	30	29
kWh/day	8	6	7
Amount	\$41.93	\$36.49	\$35.96

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Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 **Account Number: 78458-32232**

Service Address:

100 MAJESTIC WALK BLVD # SL FERNANDINA BEACH, FL 32034

AMELIA WALK CDD,

Here's what you owe for this billing period.

CURRENT BILL

\$3,222.23

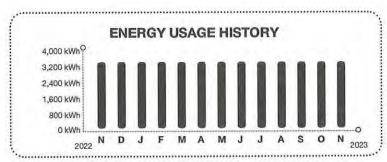
TOTAL AMOUNT YOU OWE

Dec 8, 2023

NEW CHARGES DUE BY

BILL SUMMARY

3,222.23 Amount of your last bill Payments received -3,222.230.00 Balance before new charges 3,222.23 Total new charges \$3,222.23 Total amount you owe (See page 2 for bill details.)



KEEP IN MIND

Payment received after February 08, 2024 is considered LATE; a late payment charge of 1% will apply.

Charges and energy usage are based on the facilities contracted. Facility, energy and fuel costs are available upon request.

Customer Service: Outside Florida:

(386) 255-3020 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired:

1-800-40UTAGE (468-8243) 711 (Relay Service)



0007 0018 450011

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78458-32232 ACCOUNT NUMBER

\$3,222.23

Dec 8, 2023

NEW CHARGES DUE BY



Customer Name: AMELIA WALK CDD Account Number: 78458-32232 FPL.com Page 2

0008 0018 450011

E001

BILL DETA	AILS	
Amount of your last bill Payment received - Thank you		3,222.23 -3,222.23
Balance before new charges		\$0.00
New Charges Rate: SL-1 STREET LIGHTING SERVICE		
Electric service amount **	3,212.78	
Gross receipts tax (State tax)	7.13	
Taxes and charges	7.13	
Regulatory fee (State fee)	2.32	
Total new charges		\$3,222.23
Total amount you owe		\$3,222.23

** Your electric service amount includes the following charges:

Non-fuel energy charge:

\$0.049080 per kWh

Fuel charge:

\$0.030850 per kWh

METER SUMMARY

Next bill date Dec 18, 2023.

Usage Type Total kWh used

Usage

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	3598	3598	3598
Service days	29	30	29
kWh/day	124	120	124
Amount	\$3,222.23	\$3,222.23	\$2,609.60

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Account Number:

78458-32232

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For: 10-19-2023 to 11-17-2023 (29 days) kWh/Day: 124 Service Address: 100 MAJESTIC WALK BLVD # SL FERNANDINA BEACH, FL 32034

Detail of Rate Schedule Charges for Street Lights

Component Code	Watts	Lumens	Owner/ Maint *	Quantity	Rate/Unit	kWh Used	Amount
C861207 Energy Non-energy Fixtures Maintenance	74	6746	F	57	0.800000 9.580000 1.450000	1,482	45.60 546.06 82.65
F861207 Energy Non-energy Fixtures Maintenance	74	6746	F	16	0.800000 7.500000 1.450000	416	12.80 120.00 23.20
F861227 Energy Non-energy Fixtures Maintenance	73	6000	F	68	0.800000 7.500000 1.450000	1,700	54.40 510.00 98.60
PMF0001 Non-energy Fixtures				141	9.610000		1,355.01
UCNP Non-energy Maintenance				4,102	0.048650		199.56

* F - FPL OWNS & MAINTAINS E - CUSTOMER OWNS & MAINTAINS R - CUSTOMER OWNS, FPL RELAMPS H - FPL OWNS & MAINTAINS FIXTURE, CUST OWNS OTHER



AMELIA WALK CDD 5385 N NOB HILL RD SUNRISE FL 33351-4761





Customer Name: Account Number: AMELIA WALK CDD 78458-32232

> For: 10-19-2023 to 11-17-2023 (29 days) kWh/Day: 124 Service Address: 100 MAJESTIC WALK BLVD # SL FERNANDINA BEACH, FL 32034

Amount	kWh Used	Quantity Rate/Unit	Owner/ Maint *	Lumens	Watts	Component Code
112.80 2,935.08		Energy sub total Non-energy sub total				
3,047.88	3,598	Sub total				
1.37 0.58 1.58 54.91 -14.90 10.36 111.00 3,212.78 7.13 2,32		rgy conservation cost recovery acity payment recovery charge ormental cost recovery charge rm restoration recovery charge Transition rider credit orm protection recovery charge Fuel charge Electric service amount Gross receipts tax (State tax) Regulatory fee (State fee)	Er			
3,222.23	3,598	Total				



NOV 2 0 2023

Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 **Account Number: 79966-25336**

Service Address:

85287 MAJESTIC WALK BLVD # CLUB FERNANDINA BEACH, FL 32034

AMELIA WALK CDD, Here's what you owe for this billing period.

CURRENT BILL

\$866.72

TOTAL AMOUNT YOU OWE

Dec 8, 2023

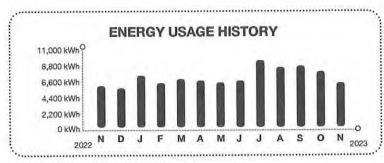
NEW CHARGES DUE BY



1,086.77 Amount of your last bill -1,086.77Payments received 0.00 Balance before new charges 866.72 Total new charges \$866.72 Total amount you owe

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Customer Service: Outside Florida:

1-800-375-2434 1-800-226-3545

(See page 2 for bill details.)

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79966-25336 ACCOUNT NUMBER

\$866.72

TOTAL AMOUNT YOU OWE

Dec 8, 2023

NEW CHARGES DUE BY

AMOUNT ENCLOSED



BILL DE	TAILS	
Amount of your last bill Payment received - Thank you		1,086.77 -1,086.77
Balance before new charges	***************************************	\$0.00
New Charges Rate: GS-1 GENERAL SVC NON-DEMA Base charge: Non-fuel: (\$0.094820 per kWh) Fuel: (\$0.031510 per kWh)	ND / BUSINESS \$12.68 \$624.29 \$207.46	
Electric service amount	844.43	
Gross receipts tax (State tax)	21.67	
Taxes and charges	21.67	
Regulatory fee (State fee)	0.62	
Total new charges		\$866.72
Total amount you owe		\$866.72

METER SUMMARY

Meter reading - Meter KLL2800. Next meter reading Dec 18, 2023.

Usage Type	Current	-	Previous	=	Usage
kWh used	35251		28667		6584

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	6584	8281	6188
Service days	29	30	29
kWh/day	227	276	213
Amount	\$866.72	\$1,086.77	\$682.51

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Outstanding reliability

For the seventh time in eight years, FPL earned top national honors for service reliability.

FPL.com/Reliability

When you pay by check, you authorize FPL to process your payment electronically or as a draft. If your payment is processed electronically, your checking account may be debited on the same day we receive the check and your check will not be returned with your checking account statement. FPL does not agree to any restrictions, conditions or endorsements placed on any bill statement or payments such as check, money order or other forms of payment. We will process the payment as if these restrictions or conditions do not exist.



NOV 2 0 2023

Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 **Account Number: 84322-19536**

Service Address:

85059 MAJESTIC WALK BLVD FERNANDINA BEACH, FL 32034

Hello Amelia Walk Cdd, Here's what you owe for this billing period.



\$26.48

TOTAL AMOUNT YOU OWE

Dec 8, 2023

NEW CHARGES DUE BY



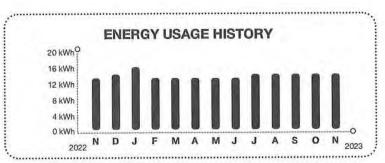
Amount of your last bill	26.48
Payments received	-26.48
Balance before new charges	0.00
Total new charges	26.48

Total amount you owe

(See page 2 for bill details.)

\$26.48

Subscribe to FPL SolarTogether® and enjoy solar energy with zero upfront costs and no rooftop panels. Available if you rent or own. FPL.com/LetsGoSolar



KEEP IN MIND

· Payment received after February 08, 2024 is considered LATE; a late payment charge of 1% will apply.

Customer Service: Outside Florida:

(386) 255-3020 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-40UTAGE (468-8243) 711 (Relay Service)



0013 0018 450011

AMELIA WALK CDD 5385 N NOB HILL RD SUNRISE FL 33351-4761 27

341384322195368846200000

The amount enclosed includes the following donation:

FPL Care To Share:

Make check payable to FPL in U.S. funds and mall along with this coupon to:

GENERAL MAIL FACILITY MIAMI FL 33188-0001



Visit FPL.com/PayBill for ways to pay.

84322-19536

ACCOUNT NUMBER

\$26.48 TOTAL AMOUNT YOU OWE Dec 8, 2023

NEW CHARGES DUE BY

AMOUNT ENCLOSED

Account Number:

84322-19536



	BILL DETA	ILS	
	f your last bill received - Thank you		26.48 -26.48
Balance b	pefore new charges		\$0.00
Base char	1 RESIDENTIAL SERVICE rge: base bill charge:	\$9.48 \$14.46 \$1.43	
Fuel:	(First 1000 kWh at \$0.028390) (Over 1000 kWh at \$0.038390)	\$0.43	
Electric se	ervice amount	25,80	
Gross rece	eipts tax (State tax)	0.66	
Taxes and	charges	0,66	
Regulator	y fee (State fee)	0.02	
Total new	Total new charges		
Total amo	ount you owe		\$26.48

METER SUMMARY

Meter reading - Meter ACD3749. Next meter reading Dec 18, 2023.

Usage Type	Current	Previous	=	Usage
kWh used	00204	00189		15

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	15	15	14
Service days	29	30	29
kWh/day	1	1	0
Amount	\$26.48	\$26.48	\$26.25

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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FPL.com/MobileApp

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NOV 2 0 2023

Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 Account Number: 86669-98532

Service Address:

85287 MAJESTIC WALK BLVD FERNANDINA BEACH, FL 32034

......

Hello Amelia Walk Cdd, Here's what you owe for this billing period.

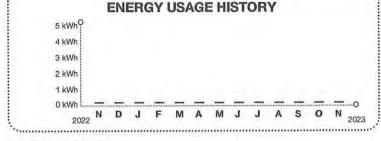
CURRENT BILL

\$25.66

TOTAL AMOUNT YOU OWE

Dec 8, 2023

NEW CHARGES DUE BY



BILL SUMMARY

Amount of your last bill 25.66
Payments received -25.66
Balance before new charges 0.00

Total new charges 25.66

Total amount you owe \$25.66

...........

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KEEP IN MIND

 Payment received after February 08, 2024 is considered LATE; a late payment charge of 1% will apply.

(386) 255-3020 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-40UTAGE (468-8243) 711 (Relay Service)

Customer Service: Outside Florida:

/ 27

000000524445E28PP4448E44E

FPL.

0015 0018 450011

AMELIA WALK CDD 5385 N NOB HILL RD SUNRISE FL 33351-4761 The amount enclosed includes the following donation:

FPL Care To Share:

Make check payable to FPL in U.S. funds and mail along with this coupon to:

FPL GENERAL MAIL FACILITY MIAMI FL 33188-0001



Visit FPL.com/PayBill for ways to pay.

86669-98532 ACCOUNT NUMBER

\$25.66

Dec 8, 2023

\$

NEW CHARGES DUE BY



Customer Name: Amelia Walk Cdd

	BILL DETAILS	
Amount of your last bill		25.66
Payment received - Thank	you	-25.66
Balance before new charge	es	\$0.00
New Charges		
Rate: RS-1 RESIDENTIAL S	SERVICE	
Base charge:	\$9.48	
Minimum base bill charge:	\$15.52	
Non-fuel energy charge:		
First 1000 Kwh	\$0.094630 per kWh	
Over 1000 kWh	\$0.104550 per kWh	
Fuel charge:		
First 1000 kWh	\$0.028390 per kWh	
Over 1000 kWh	\$0.038390 per kWh	
Electric service amount	25.00	
Gross receipts tax (State ta	x) 0.64	
Taxes and charges	0.64	
Regulatory fee (State fee)	0.02	
Total new charges		\$25.66
Total amount you owe		\$25.66

METER SUMMARY

Meter reading - Meter ACD3683. Next meter reading Dec 18, 2023. Usage Type Current **Previous** Usage kWh used 00000 00000

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	0	0	0
Service days	29	30	29
kWh/day	0	0	0
Amount	\$25.66	\$25.66	\$25.66

KEEP IN MIND

- Taxes, fees, and charges on your bill are determined and required by your local and state government to be used at their discretion.
- The fuel charge represents the cost of fuel used to generate electricity. It is a direct pass-through to customers. FPL does not profit from fuel, although higher costs do result in higher state and local taxes and fees.

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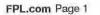
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450011 0017 0018

E001



NUV 2 8 2023

Electric Bill Statement

For: Oct 19, 2023 to Nov 17, 2023 (29 days)

Statement Date: Nov 17, 2023 Account Number: 90653-46331

Service Address:

85257 MAJESTIC WALK BLVD # FTN FERNANDINA BEACH, FL 32034

AMELIA WALK CDD, Here's what you owe for this billing period.

CURRENT BILL

\$594.30

TOTAL AMOUNT YOU OWE

Dec 8, 2023

NEW CHARGES DUE BY

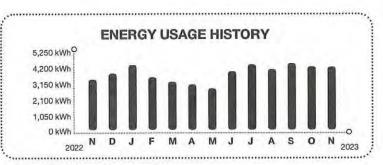


Amount of your last bill	597.55
Payments received	-597.55
Balance before new charges	0.00
Total new charges	594.30

(See page 2 for bill details.)

\$594.30

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KEEP IN MIND

Payment received after February 08, 2024 is considered LATE; a late payment charge of 1% will apply.

Customer Service: Outside Florida:

Total amount you owe

(386) 255-3020 1-800-226-3545 Report Power Outages: Hearing/Speech Impaired: 1-800-40UTAGE (468-8243) 711 (Relay Service)



0017 0018 450011

AMELIA WALK CDD C/O GMS-SF, LLC 5385 N NOB HILL RD SUNRISE FL 33351-4761 27

3413906534633120349500000

The amount enclosed includes the following donation:

FPL Care To Share:

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FPL

GENERAL MAIL FACILITY MIAMI FL 33188-0001



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90653-46331 ACCOUNT NUMBER

\$594.30 TOTAL AMOUNT YOU OWE Dec 8, 2023

NEW CHARGES DUE BY

AMOUNT ENCLOSED

E001



Total amount you owe

Customer Name: AMELIA WALK CDD

Account Number:

90653-46331

BILL DE	TAILS	
Amount of your last bill Payment received - Thank you		597.55 -597.55
Balance before new charges		\$0.00
New Charges Rate: GS-1 GENERAL SVC NON-DEMA Base charge: Non-fuel: (\$0.094820 per kWh) Fuel: (\$0.031510 per kWh)	\$12.68 \$425.07 \$141.26	
Electric service amount	579.01	
Gross receipts tax (State tax)	14.86	
Taxes and charges	14.86	
Regulatory fee (State fee)	0.43	
Total new charges		\$594.30

METER SUMMARY

Meter reading - Meter ACD7475. Next meter reading Dec 18, 2023.

Usage Type	Current	12	Previous	=	Usage
kWh used	06313		01830		4483

ENERGY USAGE COMPARISON

	This Month	Last Month	Last Year
Service to	Nov 17, 2023	Oct 19, 2023	Nov 17, 2022
kWh Used	4483	4508	3592
Service days	29	30	29
kWh/day	155	150	124
Amount	\$594.30	\$597.55	\$428.39

KEEP IN MIND

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Watch savings add up

\$594.30

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Original



Hawkins, Inc. 2381 Rosegate Roseville, MN 55113 Phone: (612) 331-6910

INVOICE

Total Invoice \$795.00 Invoice Number 6635682 Invoice Date 11/27/23 Sales Order Number/Type 4402604 SO

Branch Plant 74

Shipment Number 5217063

480210 Ship To:

AMELIA WALK COMMUNITY DEVELOPMENT

DIST

85287 Majestic Walk Blvd

Fernandina Beach FL 32034-3785

Sold To: 480209

ACCOUNTS PAYABLE

AMELIA WALK COMMUNITY DEVELOPMENT

475 W Town PI **SUITE 114**

St Augustine FL 32092-3648

Net Due	Date Terms	FOB Description	Ship Via	Cı	ustomer F	P.O.#	P	.O. Release	Sales Agent #
12/27/23	Net 30	PPD Origin	HAWKINS SOUTHEAS	T FLEET					382
Line #	Item Number	Item Name/ Description	Tax	Qty Shipped	Trans UOM	Unit Price	Price UOM	Weight Net/Gross	Extended Price
1.000	41930	Azone - EPA Reg. No. 7870	-1 N	270.0000	GA	\$2.9000	GA	2,610.9 LB	\$783.00
		1 LB BLK (Mini-Bulk)		270.0000	GA			2,610.9 GW	
1.010	Fuel Surcharge	Freight	N	1.0000	EA	\$12.0000			\$12.00

****** Receive Your Invoice Via Email ********

Please contact our Accounts Receivable Department via email at Credit.Dept@HawkinsInc.com or call 612-331-6910 to get it setup on your account.

Approved

Kelly Mullins, Amenity & Operations Manager

Governmental Management Services for Amelia Walk CDD

Date: 11-30-23

Acct. # 1-320-57200-46500

Page 1 of 1 Tax Rate Sales Tax \$795.00 Invoice Total 0 % \$0.00

No Discounts on Freight

IMPORTANT: All products are sold without warranty of any kind and purchasers will, by their own tests, determine suitability of such products for their own use. Seller warrants that all goods covered by this invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Seller specifically disclaims and excludes any warranty of merchantability and any warranty of fitness for a particular

purpose. NO CLAIMS FOR LOSS, DAMAGE OR LEAKAGE ALLOWED AFTER DELIVERY IS MADE IN GOOD CONDITION.

CHECK REMITTANCE: FINANCIAL INSTITUTION:

Hawkins, Inc. US Bank 800 Nicollet Mall P.O. Box 860263 Minneapolis, MN 55486-0263

WIRING CONTACT INFORMATION: Email: Credit.Dept@Hawkinsinc.com

Phone Number: (612) 617-8581 Fax Number: (612) 225-6702 Minneapolis, MN 55402

Account Name: Hawkins, Inc. Account #: 180120759469 ABA/Routing #: 091000022 Swift Code#: USBKUS44IMT Type of Account: Corporate Checking

CTX (Corporate Trade Exchange) is our preferred method. Please remember to include in the addendum the document numbers pertaining to the payment.

For other than CTX, the remit to information may be emailed to Credit.Dept@Hawkinsinc.com

CASH IN ADVANCE/EFT PAYMENTS:

Please list the Hawkins, Inc. sales order number or your purchase order number if the invoice has not been processed yet.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

www.hawkinsinc.com Job# 3967297

Jacksonville Daily Record

A Division of DAILY RECORD & OBSERVER, LLC

P.O. Box 1769 Jacksonville, FL 32201 (904) 356-2466

INVOICE November 24, 2023

Date

Attn: Courtney Hogge

GMS, LLC

475 WEST TOWN PLACE, STE 114
SAINT AUGUSTINE FL 32092

001.310.51300.48000

Serial # 23-00224N PO/File #	\$89.00
Notice of Meeting of the Board of Supervisors	Payment Due
	\$89.00
Amelia Walk Community Development District	Publication Fee
Case Number	Amount Paid
Publication Dates 11/24	Payment Due Upon Receipt For your convenience, you
County Nassau	may remit payment online at www.jaxdailyrecord.com/send-payment.
Payment is due before the Proof of Publication is released.	If your payment is being mailed, please reference Serial # 23-00224N on your check or remittance advice.

Your notice was published on both jaxdailyrecord.com and floridapublicnotices.com.

Preliminary Proof Of Legal Notice (This is not a proof of publication.)

Please read copy of this advertisement and advise us of any necessary corrections before further publications.

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS OF THE AMELIA WALK COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of the Amelia Walk Community Development District ("District") is scheduled to hold a regular meeting on Tuesday, December 12, 2023 at 2:00 p.m. at the Amelia Walk Amenity Center, 85287 Majestic Walk Boulevard, Fernandina Beach, Florida 32034 where the Board may consider any business that may properly come before it ("Meeting").

business that may properly come before it "Meeting").

The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. An electronic copy of the agenda for this meeting may be obtained from the District Manager, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (and phone (904) 940-5850) and is expected to also be available on the District's website at www.AmeliaWalkCDD.com. The Meeting may be continued to a date, time, and place to be specified on the record at such Meeting. There may be occasions when one or more Supervisors will participate by telephone.

when one or more supervisors will participate by telephone.

Any person requiring special accommodations at the Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

ager's Office.

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

Daniel Laughlin District Manager Nov. 24 00 (23-00224N)



Customer Name: AMELIA WALK COMMUNITY DEV DISTRICT

Account #: 3124050420

Cycle: 03 Bill Date: 11/29/23

TOTAL SUMMARY	OF CHARGE	S
Irrigation	\$	3,522.68
Sewer		220.32
Water		134.58
(A complete breakdown of charges can be fo	ound on the followi	ng pages.)
Total New Charges:	\$	3,877.58

Please pay \$3,877.58 by 12/21/23 to avoid 1.5% late payment fee and service disconnections.

By turning off the faucet, following irrigation restrictions and checking for leaks, you can help preserve our most valuable natural resource.

001.320.57200.43100 Nov 2023

A late payment fee will be assessed for unpaid balance.

Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay	WE
\$4,257.72	-\$4,257.72	\$0.00	\$3,877.58	\$3,877.58	YOU

NE APPRECIATE OUR BUSINESS

PLEASE DETACH AND RETURN PAYMENT STUB BELOW WITH TOTAL DUE IN ENVELOPE PROVIDED.

Additional information on reverse side.



Add \$____to my monthly bill: \$____for Neighbor to Neighbor and/or \$____ for the Prosperity Scholarship Fund. I will notify JEA when I no longer wish to contribute.

Check here for telephone/mail address correction and fill in on reverse side.

Acct#: 312405042	20 Bill 0	Date: 11/29/23	Please pay by 12/21/23 to avoid 1.5% late Payment Fee				
Previous Balance	Payment(s) Received	Balance Before New Charges	New Charges	Please Pay	TOTAL AMOUNT PAID		
\$4,257.72	-\$4,257.72	\$0.00	\$3,877.58	\$3,877.58			

0003136

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AMELIA WALK CDD C/O GMS-SF LLC 5385 N NOB HILL RD SUNRISE FL 33351-4761

BILLING AND PAYMENT OPTIONS

JEA offers a number of convenient billing and payment options. You can pay online, by phone, by mail, in person or automatically using your bank account. And you can go paperless by receiving your bill by email, which is easy for you and good for the environment.

eBill: Receive, view, and pay your bill online. JEA ebill is one of our most convenient ways to receive, view and pay your bill.

MyBudget: With MyBudget, your bill is based on a rolling 12-month average. This prevents drastic changes in your bill month to month, even in the coldest or hottest months when you use more.

Auto-Pay: Our Automatic Bill Payment service ensures your JEA bill is paid automatically. You still receive a bill, but Automatic Bill Pay deducts the amount you owe from your bank account on your due date. Once set up, you don't have to do a thing.

Pay Online: When you pay your JEA bill on jea.com, your payment is credited to your account immediately. It is free to pay using your checking or savings account. Pay by debit or credit card-convenience fees charged by card payment vendor: Payments up to \$500: \$2.20, \$500.01-\$1,000: \$4.40, \$1.000.01 - \$10.000: \$9.95.

Pay Through Your Bank: Use your bank's bill payer system to pay JEA electronically. Provide your JEA account information to your bank and enter the date and amount to pay each month.

Pay by Phone: Call 665-6000 to pay your JEA bill using our automated phone system 24 hours a day. Your payment will be credited to your account immediately.

It is free to pay using your checking or savings account. Pay by debit or credit card-convenience fees charged by card payment vendor: Payments up to \$500: \$2.20, \$500.01-\$1,000: \$4.40, \$1,000.01-\$10,000: \$9.95.

Pay by Mail: Please write your account number on your check or money order. Please include the payment stub with your payment and mail to P.O. Box 45047, Jacksonville, FL 32232-5047. Make checks payable to JEA.

Pay in Person: JEA payments are accepted at the JEA Downtown Customer Center, Winn-Dixie stores, Duval County Tax Collector offices and over 140 JEA authorized payment-only locations. Find locations at JEA.com/paymentlocations. Be sure to take a copy of your JEA bill when you go. The JEA Downtown Customer Center, 225 North Pearl Street, is open 8:00 a.m.-5:00 p.m. Monday through Friday except holidays. Closed Saturday.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Request an Extension: We understand that sometimes things happen and you need a little more time to pay your bill. You can apply for an extension online at jea.com. Also, residential customers can call 665-6000; commercial customers can call 665-6250. Our self-serve system will let you know if you qualify and give you a new due date.

Need Help Paying Your Bill? United Way maintains a computerized database of programs that may be able to assist you in paying your utility bill. For assistance with your utility bill, dial 2-1-1 or 632-0600.

STATEMENT INFORMATION

APPLICATION AND CONTRACT FOR SERVICE—Customers may review terms and conditions of service and policies on jea.com, or may call, write or e-mail JEA to request a copy. Requesting of utility service and JEA's acceptance to provide utility service, including the rendering of a bill, constitutes a binding contractual agreement between JEA and the customer, including each financially responsible person or entity as defined by applicable State, City and Utility regulations and policies, whether or not service is listed in that individual's name.

Please review your billing statement. Should you suspect a billing or payment error, please notify us immediately at 665-6000. **Commercial customers can call us at 665-6250.** You have 90 days from the statement date to request a JEA review for correction or credit.

Customer Charge is a fixed monthly charge to maintain an account for a customer, including metering, billing and account administration.

Energy Charge pays for the cost of the electric infrastructure, contribution to the City of Jacksonville and to generate and deliver the electricity you use, excluding the cost of fuel.

Fuel Cost is determined by the Adjustable Fuel Rate, which may go up or down based on the cost of fuels JEA uses to generate electricity. A portion of the fuel charge is exempt from the Public Service Tax.

Water/Sewer Service Availability Charge is a fixed monthly charge that covers a portion of the water/sewer infrastructure and the cost to maintain an account for a customer, including metering, billing and account administration.

Conservation Charge applies only if you use more than 2,750 kWh during a billing period. If this occurs, you will be charged an additional \$.01 per kWh over 2,750 kWh to encourage conservation. Average home usage is 1,000 kWh per month.

Environmental Charge provides funding for environmental and regulatory programs.

Water Consumption/Sewer Usage Tiers are based on the amount of water you use. Typical household usage is 6 kgals or less.

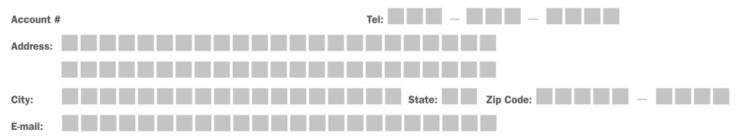
Fees and Taxes are government transfers paid to city or state governments.

kgal: 1,000 gallons

cf: Cubic foot of water which equals 7.48 gallons of water

kWh: Kilowatt-hour is a measure of electrical energy. One kWh is the equivalent of using 1,000 watts for one hour. For example, if you use a 100 watt light bulb for 720 hours (i.e. for 30 days straight), you will have used 72 kWh.

ADDRESS CORRECTION





Customer Name: AMELIA WALK COMMUNITY DEV DISTRICT

Account #: 3124050420

Cycle: 03 Bill Date: 11/29/23

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 84703 FALL RIVER PY APT IR01

Service Period: 10/25/23 - 11/27/23 Reading Date: 11/27/2023

Service Point: Irrigation 1 - Commercial

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
76553197	33	826	Regular	1	42000 GAL
Basic Month	ly Charge	е		\$ 31.50	
Tier 1 Consu	mption (1-14 kgal @	2 \$3.81)		53.35
Tier 2 Consu	mption (> 14 kgal @		121.23	
TOTAL CUP	RENT I	RRIGATIO	3	\$ 206.08	

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 85059 MAJESTIC WALK BV APT IR01

Service Period: 10/25/23 - 11/27/23 Reading Date: 11/27/2023

Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
82157379	33	1360	Regular	1	10000 GAL
Basic Month	, ,		;	\$ 31.50	
Tier 1 Consu	mption (1-14 kgal @		38.10	
TOTAL CUR	RENT II	RRIGATIO	S ;	\$ 69.60	

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 85108 MAJESTIC WALK BLVD

Service Period: 10/25/23 - 11/27/23 Reading Date: 11/27/2023

Service Point: Irrigation 1 - Commercial

Meter Number	Days Billed	Current Reading	Reading Type	Meter Size	Consumption (1 cu ft = 7.48 gal)
89240369	33	810	Regular	1	0 GAL
Basic Month	ly Charge	е		\$ 31.50	
TOTAL CUP	RENT II	RRIGATIO	3	\$ 31.50	

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 85254 FALL RIVER PY APT IR01

Service Period: 10/25/23 - 11/27/23 Reading Date: 11/27/2023

Service Point: Irrigation 1 - Commercial

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
89140510	33	1938	Regular	1	97000 GAL
Basic Month	ly Charg	е		\$ 31.50	
Tier 1 Consu	mption (1-14 kgal @	2 \$3.81)		53.35
Tier 2 Consu	mption (> 14 kgal @		359.38	
TOTAL CUR	RENT I	RRIGATIO	3	\$ 444.23	

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 85287 MAJESTIC WALK BLVD

Service Period: 10/30/23 - 11/29/23 Reading Date: 11/29/2023

Service Point: Irrigation 1 - Commercial

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
86638079	30	26679	Regular	2	0 GAL
Basic Month	ly Charg	е		\$ 100.80	
TOTAL CUR	RENT I	RRIGATIO	3	\$ 100.80	

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service Service Address: 85287 MAJESTIC WALK BLVD

Service Period: 10/30/23 - 11/29/23 Reading Date: 11/29/2023

Service Point: Irrigation 2 - Commercial

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
67133220	30	96561	Regular	1 1/2	573000 GAL
Basic Month	ly Charg	е		\$ 63.00	
Tier 1 Consu	mption (1-14 kgal @	2 \$3.81)		53.35
Tier 2 Consu	ımption (> 14 kgal @		2,420.46	
TOTAL CUE	REFNT I	RRIGATIO		\$ 2.536.81	



Customer Name: AMELIA WALK COMMUNITY DEV DISTRICT

Account #: 3124050420

Cycle: 03 Bill Date: 11/29/23

SEWER SERVICE

Billing Rate: Commercial Sewer Service

Service Address: 85287 MAJESTIC WALK BLVD

Service Period: 10/30/23 - 11/29/23 Reading Date: 11/29/2023

Service Point: Commercial - Water/Sewer

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
93021993	30	566	Regular	2	8000 GAL
Basic Month	ly Charg	е		\$ 169.20	
Sewer Usag	e Charge	!		51.12	
TOTAL CUP	RENT S	EWER CH		\$ 220.32	

WATER SERVICE

Billing Rate: Commercial Water Service

Service Address: 85287 MAJESTIC WALK BLVD

Service Period: 10/25/23 - 11/27/23 Reading Date: 11/27/2023

Service Point: Commercial - Water

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
77677281	33	0	Regular	3/4	0 GAL
Basic Month	lly Charg	е		\$ 18.90	
TOTAL CUF	RRENT V	VATER CH		\$ 18.90	

WATER SERVICE

Billing Rate: Commercial Water Service

Service Address: 85287 MAJESTIC WALK BLVD

Service Period: 10/30/23 - 11/29/23 Reading Date: 11/29/2023

Service Point: Commercial - Water/Sewer

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
93021993	30	566	Regular	2	8000 GAL
Basic Month	ly Charg	е		\$ 100.80	
Water Consu	ımption (Charge		14.88	
TOTAL CUF	RENT V	VATER CH		\$ 115.68	

IRRIGATION SERVICE

Billing Rate: Commercial Irrigation Service

Service Address: 85377 MAJESTIC WALK BV APT IR01

Service Period: 10/25/23 - 11/27/23 Reading Date: 11/27/2023

Service Point: Irrigation 1 - Commercial

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
82157504	33	850	Regular	1	0 GAL
Basic Month	ly Charge	е		\$ 31.50	
TOTAL CUR	RENT II	RRIGATIO	3	\$ 31.50	

IRRIGATION SERVICE

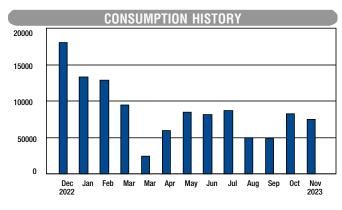
Billing Rate: Commercial Irrigation Service

Service Address: 85633 FALL RIVER PY APT IR01

Service Period: 10/25/23 - 11/27/23 Reading Date: 11/27/2023

Service Point: Irrigation 1 - Commercial

Meter	Days	Current	Reading	Meter	Consumption
Number	Billed	Reading	Type	Size	(1 cu ft = 7.48 gal)
89240294	33	984	Regular	1	18000 GAL
Basic Monthly Charge					\$ 31.50
Tier 1 Consumption (1-14 kgal @ \$3.81)					53.35
Tier 2 Consumption (> 14 kgal @ \$4.33)					17.31
TOTAL CURRENT IRRIGATION CHARGES				;	\$ 102.16



	Water tens	Gal	Electric Kwh	
	1 year ago	Last Month	This Month	Average Daily
Total Kwh used Total Gallons used	1.803.002	830.001	748.000	22.666

Invoice

George McCloskey Barbara Krieger 85071 Williston Court Fernandina Beach, Florida 32034

Santa Claus and Mrs. Claus appearance at Amelia Walk on 12/9/23 (2hrs)

\$350.00

Make check payable to:

George McCloskey

001.320.57200.49400 V#248

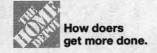


Thanks for your order, Jeffrey!

1 message

The Home Depot <HomeDepot@order.homedepot.com>
To: jeffrobinson2094@gmail.com

Sat, Nov 18, 2023 at 12:29 PM





Jeffrey, we're processing your store pickup order.

We'll send you another notification when it's ready. Make sure to bring a photo ID with you.

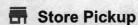
If you chose our Curbside Pickup service, use The Home Depot App to check in.

Manage my order

Learn more about Curbside Pickup

Order Summary

Order Number: WG48046929 Order Date: November 18, 2023



463785 State Road Yulee, FL 32097

Manage my order

Your Total

Subtotal	\$399.60
Delivery	FREE
Sales Tax	\$27.97
Total	\$427.57

Card ending in 1009

All items

1 item



Home Accents Holiday 150L Warm White Mini LED Net Lights

Store SKU #1005041067 Internet #311785693 20 x \$19.98

\$399.60

Estimated delivery on Nov. 18

Let us know if you need help.

Text 'Support' to 38698 Available 24 hours a day, 7 days a week

Call 800-430-3376

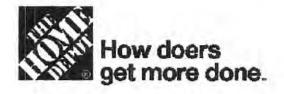
Available 7 days a week, 6 a.m. to 2 a.m. ET



SAVINGS DELIVERED RIGHT TO YOUR INBOX

SIGN UP TODAY >

YOU MIGHT ALSO LIKE



463785 STATE ROAD 200 YULEE, FL 32097 (904)225-2940

6921 00051 10408 SALE SELF CHECKOUT

11/17/23 02:52 PM

852944007559 RECT CVR SIL <A> <M> 1.40
METALLIC 1-GANG BLANK COVER SILVER
MAX REFUND VALUE \$1.26
078477709184 GFCI <A> <M> 23.54
15A WEATHER/TAMPER GFCI, WHITE
MAX REFUND VALUE \$21.19
Military Discount -2.49

22.45 SUBTOTAL SALES TAX TOTAL \$24.02

XXXXXXXXXXXX1009 AMEX

USD\$ 24.02

AUTH CODE 837915/1512196 Chip Read

AID A000000025010801 AMERICAN EXPRESS

<M> = Military Appreciation



RETURN POLICY DEFINITIONS POLICY ID DAYS POLICY EXPIRES ON 90 02/15/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 28026 21156 PASSWORD: 23567 21105

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



Invoice #103031 Invoice Date: 11/21/2023

Account #100130 Amelia Walk Community

Invoice

Billing Location Information				
Billing Address	85287 Majestic Walk Blvd Fernandina Beach, FL 32034-	Billing Contact	Kelly Mullins	
3785	Main Number	(904) 225-3147		
		Mobile Number		
		Email	ameliawalkmanager@gmsnf.co m	

Service Information			
Services	Qty	Rate	Price
85287 Majestic Walk Blvd, Fernandina Beach, FL 32034-3785			
11/21/2023 Repair - Parts at Shop ~Manufacturer: Lifefitness ~Equipment Type: Bike ~S/N:HXC100992 ~Replace: pedals	1.00 hour	\$70.00 / hour	\$70.00
— Product: Travel <60 miles w/t	1.00 Other	\$90.00 / Other	\$90.00
— Product: LF - RBK/ UBK - PEDAL ASSY: W/STRAP, STANDARD, LEFT, BLACK - AK66-00048-0701	1.00 Ea	\$51.00 / Ea	\$51.00
— Product: LF - RBK/ UBK - PEDAL ASSY: W/STRAP, STANDARD, RIGHT, BLACK - AK66-00047-0701	1.00 Ea	\$51.00 / Ea	\$51.00
— Product: Shipping	1.00 Ea	\$30.00 / Ea	\$30.00
		Subtotal:	\$292.00
pproved		Tax:	\$0.00
elly Mullins, Amenity & Operations Manager	_	Total:	\$292.00
overnmental Management Services for Amelia Walk CE ate: 11-30-23		Amount Paid:	\$0.00
cct. # 1-320-57200-34000	Pay Now	Balance Due:	\$292.00

Payment is due within 30 days of invoice date. Thank you for your business!

Billing Receipt - Please Return With Payment Remittance				
Bill To:	Kelly Mullins	Account	[100130] Amelia Walk Community	
	85287 Majestic Walk Blvd Fernandina Beach, FL 32034-	Invoice #	103031	
	3785	Date	Tuesday, November 21, 2023	
Remit To:	Southeast Fitness Repair	Amount Paid		
	14476 Duval Place West #208	Check Number		

Payment is due within 30 days of invoice date.
Thank you for your payment!

Jacksonville, FL 32218



Date 11/17/23

Time: 6:53



Invoice #... 144156325-0005

To: SHARYN HENNING

SHENNING@GMSSF.COM

Company: AMELIA WALK COMMUNITY DEVELOPM

Message: Hello. Attached are your recently closed

invoices. Please review and process for

payment. Let us know if you have any

questions. Thanks!

From: James Kelley PC882

Location: CREDIT - ORLANDO PC882

Phone: 407-458-5720

Fax #: 1

If you have a problem with this transmission please call the number listed above.

JAMES KELLEY james.kelley@sunbeltrentals.com



INVOICE SEND ALL PAYMENTS TO: SUNBELT RENTALS, INC.

PO BOX 409211 ATLANTA, GA 30384-9211

INVOICE NO.	144156325-0005
ACCOUNT NO.	965424
INVOICE DATE	11/16/23
	PAGE 1

INVOICE TO

AMELIA WALK COMMUNITY DEVELOPM 5385 N NOB HILL RD SUNRISE, FL 33351-4761

JOB ADDRESS

AMELIA WALK COMMUNITY DEVELOPM 85287 MAJESTIC WALK BLVD FERNANDINA BEACH, FL 32034 3785

C#: 904-225-3147 J#: 304-389-2198

RECEIVED BY	CONTRACT NO.
MULLINS, KELLY	144156325
DUDCUM CE ODDED MO	

PURCHASE ORDER NO.

JOB NO.

1 - AMELIA WALK COMM

BRANCH

1124 JACKSONVILLE TRENCH SAFETY

5207-1 DOOLITTLE RD JACKSONVILLE, FL 32254 2971 904-751-6368

. QTY EQUIPMENT #	Min	Day	Week	4 Week	Amount
. 1.00 RCP10X8 - ROAD PLATE 10X8FT - 1"	300.00	45.00	113.00	300.00	300.00
	Rent	al Sub-to	otal:		300.00

BILLED FOR FOUR WEEKS 10/31/23 THRU 11/27/23.

. 300.00

Approved

Kelly Mullins, Amenity & Operations Manager

Governmental Management Services for Amelia Walk CDD

Date: 11-27-23

Acct. # 1-320-57200-60000

SUBTOTAL	300.00
TAX	
INVOICE TOTAL	300.00

4 WEEKBILL

NET 30