

**HILLTOP POINT
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
REGULAR MEETING
DECEMBER 16, 2022**

**HILLTOP POINT
COMMUNITY DEVELOPMENT DISTRICT AGENDA
FRIDAY, DECEMBER 16, 2022 AT 10:15 a.m.
SPRINGHILL SUITES BY MARRIOTT TAMPA SUNCOAST PARKWAY
LOCATED AT 16615 CROSSPOINTE RUN, LAND O' LAKES, FL 34638**

District Board of Supervisors	Chair	Betty Valenti
	Vice-Chair	Keith Malcuit
	Supervisor	Lee Thompson
	Supervisor	John Blakley
	Supervisor	Vacant
District Manager	Inframark	Brian Lamb Bryan Radcliff
District Attorney	Erin McCormick Law, PA	Erin McCormick
District Engineer	Stantec, Inc	Tonja Stewart

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

The District Agenda is comprised of four different sections:

The meeting will begin at **10:15 a.m.**

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-7300, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1 who can aid you in contacting the District Office.

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

December 16, 2022
Board of Supervisors
Hilltop Point Community Development District

Dear Board Members:

The Regular Meeting of the Hilltop Point Community Development District will be held on **December 16, 2022 at 10:15 a.m. at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638**. Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE QUESTIONS AND COMMENTS ON AGENDA ITEMS**
- 3. VENDOR AND STAFF REPORTS**
 - A. District Counsel
 - B. District Manager
 - C. District Engineer
- 4. BUSINESS ITEMS**
 - A. Acceptance of Board Resignation – Supervisor Wood, Seat 5.....Tab 01
 - B. Consideration of Resolution 2023-02; Adopting Amended FY 2023 Meeting Schedule.....Tab 02
 - C. Consideration of First Amendment to the Management Services Master Agreement.....Tab 03
 - D. Ratification of the Consulting Agreement - Sharp Designs.....Tab 04
 - E. Approval of the Construction Agreement - Windward Homes.....Tab 05
 - F. General Matters of the District
- 5. CONSENT AGENDA ITEM**
 - A. Consideration of Board of Supervisors Meeting Minutes October 21, 2022.....Tab 06
 - B. Consideration of Operations and Maintenance Expenditures October 2022.....Tab 07
 - C. Review of Financial Statements for Month Ending October 31, 2022.....Tab 08
- 6. BOARD MEMBERS COMMENTS**
- 7. PUBLIC COMMENTS**
- 8. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,



LETTER OF RESIGNATION

I, Melissa Wood, hereby resign as a Supervisor and Assistant Secretary of the Hilltop Point Community Development District.



A handwritten signature in black ink, reading "Melissa Wood", is written over a horizontal line.

November 21, 2022

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT ADOPTING A REVISED MEETING SCHEDULE TO DESIGNATE DATES, TIMES, AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Hilltop Point Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) previously adopted Resolution 2022-42 on August 26, 2022, designating the schedule (including the date, time, and location) of its regular meetings for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023 (“**FY 22-23 Meeting Schedule**”);

WHEREAS, the Board has been informed of a change in availability of the dates for the designated location and therefore the Board desires to revise the FY 22-23 Meeting Schedule in accordance with the 22-23 Meeting Schedule printed at Exhibit “A”, which is attached hereto and incorporated herein by reference; and

WHEREAS, the Board is required by Section 189.015, Florida Statutes to file a schedule of its regular meetings with the local governing authority.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD THAT:

1. **Adoption of Revised Meeting Schedule.** The FY 22-23 Meeting Schedule attached hereto as **Exhibit A** and incorporated by reference herein is hereby approved.
2. **Publication and Filing of Revised Meeting Schedule.** The District Manager is hereby directed to publish and file the FY 22-23 Meeting Schedule in accordance with the requirements of Florida law.
3. **Conflicts.** This Resolution replaces and supersedes Resolution 2022-42.
4. **Effective Date.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

Passed and Adopted on December 16, 2022.

Attest:

Hilltop Point Community Development District

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

Exhibit A

**Hilltop Point Community Development District
Board of Supervisors
Regular Meeting Schedule for Fiscal Year 2022-2023**

October 21, 2022	10:15 A.M.
December 16, 2022	10:15 A.M.
January 20, 2023	10:15 A.M.
February 17, 2023	10:15 A.M.
March 24, 2023	10:15 A.M.
April 21, 2023	10:15 A.M.
May 26, 2023	10:15 A.M.
June 23, 2023	10:15 A.M.
July 28, 2023	9:15 A.M.
August 25, 2023	10:15 A.M.
September 22, 2023	10:15 A.M.

All meetings listed above will convene at the SpringHill Suites by Marriott Tampa Suncoast Parkway located at 16615 Crosspointe Run, Land O'Lakes, FL 34638.

First Amendment to the Management Services Master Agreement

This First Amendment to the Management Services Master Agreement (this "**Amendment**") is made and entered into as of November 1, 2022 between the **Hilltop Point Community Development District** (the "**District**") and **Inframark, LLC**, a Texas limited liability company, registered to do business in Florida (the "**Service Company**").

Background Information

The District and Service Company entered into the Management Services Master Agreement dated January 28, 2022 (the "**Agreement**"). The parties desire to add field services to the Services as described in this Amendment and add additional boiler plate contractual language now required by Florida law. Unless otherwise defined herein, all capitalized terms in this Amendment shall have the meanings ascribed to them in the Agreement.

Operative Provisions

1. **Background Information.** The Background Information stated above is true and correct and is hereby incorporated into this Amendment by this reference.
2. **Field Services.** The Service Company agrees to provide the field services described below:
 - a. Perform a monthly inspection of District property and maintenance responsibilities.
 - b. Perform a follow up inspection on follow up items prior to the meeting
 - c. Provide monthly inspection reports with pictures, analysis, and recommendations.
 - d. Notify District vendors about deficiencies in service.
 - e. Coordinate and work with the District's on-site staff (if applicable)
 - f. Monitor District vendors' progress in remedial work and provide the Board with a progress report.
 - g. Provide input to the District Manager for annual budgetary consideration.
 - h. Use experience to obtain proposals for various projects.
 - i. Assist in drafting competitive procurement packages (such as instructions to proposers and scope of services) and conduct pre-application meetings with interested proposers.
 - j. Attendance at Board meetings or workshops as needed or requested.
3. **Modification to Payment to Service Company.** The field services will result in an additional \$675.00 per month in compensation paid by the District to the Service Company,
4. **Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Service Company represents that in entering into this Agreement, the Service Company has not been designated as a "scrutinized company" under the statute and, in the event that the Service Company is designated as a "scrutinized company", the Service Company shall immediately notify the District whereupon this Agreement may be terminated by the District.
5. **Public Entity Crimes.** 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.

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

6. **E-Verification.** Pursuant to Section 448.095(2), Florida Statutes,

- a. Service Company represents that Service Company is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.
- b. If the District has a good faith belief that the Service Company has knowingly violated Section 448.09(1), Florida Statutes, the District will terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes.
 - i. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but the Service Company otherwise complied with its obligations thereunder, the District shall promptly notify the Service Company and the Service Company will immediately terminate its contract with the subcontractor.
- c. If this Agreement is terminated in accordance with this section, then the Service Company will be liable for any additional costs incurred by the District.

7. **Ratification of All Other Terms and Conditions.** Except as modified by this Amendment, the terms and conditions set forth in the Agreement are hereby ratified and confirmed.

IN WITNESS THEREOF, the parties have caused this Amendment to be duly executed as of the date written above.

Inframark, LLC

Hilltop Point Community Development District

Chris Tarase
Vice President — Management Services

Name: _____
Chair of the Board of Supervisors

PROFESSIONAL CONSULTING AGREEMENT

Agreement No. _____

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date by and between the Consultant and the District on the following terms and conditions:

SUMMARY OF BASIC TERMS AND DEFINITIONS

The following is a summary of the fundamental terms, conditions and definitions contained in this Agreement ("Summary"). The summary provisions set forth below are qualified by the more detailed provisions contained elsewhere in this Agreement.

- A. **District:** Hilltop Point Community Development District
District's Address: 2005 Pan Am Circle
Suite 300
City/State: Tampa, Florida 33607
Telephone: 813-873-7300
- B. **Consultant:** Sharp Design Studio, LLC
Consultant's Address: 12100 Race Track Road

City/State: Tampa, Florida 33626
Telephone: 813-408-8404
- C. **Effective Date:** _____, 20____
- D. **Expiration Date:** _____, 20____
- E. **Project:** Construction Phase Services related to the Architectural Design of the Amenity Center
- F. **Scope of Services/Schedule of Performance** See Exhibit A
- G. **Fees and Reimbursements:** ☒ GUARANTEED MAXIMUM FEE of \$ 19,270.00 ("Fee") Plus Reimbursements
OR
☐ MONTHLY TIME AND MATERIALS FEE ("Fee") NOT TO EXCEED \$ _____ including Reimbursements.

See Exhibit B for Consultant's billing rates and additional payment terms and Reimbursements.

CONSULTANT'S NOTE: No payments will be made by District other than the specific Fees and Reimbursements set forth in this Agreement unless an amendment authorizing additional Services and/or Fees and/or Reimbursement is first entered into by the parties. To the extent a Consultant proposal is attached as an Exhibit, only the description of services, billing rates and specified Fee shall be made a part of this Agreement. Any other terms and conditions contained in the Consultant's proposal are expressly excluded from this Agreement.

- H. **Exhibits:**
- Exhibit A - Scope of Services/Schedule of Performance
 - Exhibit A-1 - Consultant's Proposal (or general description of Services) and Billing Rates
 - Exhibit B - Billing Rates and Reimbursable Expenses
 - Exhibit C - Insurance Exhibit

I. **Additional Defined Terms:** All initial capitalized terms set forth in the Summary shall have the same meaning elsewhere in the Agreement as set forth in the Summary. In addition to the terms defined in this Summary above, the following terms shall have the meaning set out below:

- (a) **"Claims"** shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights of recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders, decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.
- (b) **"Confidential Information"** shall mean all information acquired by Consultant, including materials prepared by Consultant, concerning the subject of the Services or the District's intentions with respect thereto.
- (c) **"Consultant Parties"** shall mean Consultant and Consultant's agents, employees, subcontractors, advisors, support consultants and other parties employed or engaged by Consultant or any of the foregoing or for whom Consultant is liable, and any other persons performing Services on behalf of Consultant under this Agreement.
- (d) **"Developer"** shall mean any person or entity, including any corporation, limited liability company, partnership, joint venture, division or other legal entity, directly or indirectly, in whole or in part, or through one or more intermediaries, owning, controlling, controlled by, or under the common control with, M/I Homes, of Tampa, LLC, and its officers, officials, directors, trustees, partners, managers, members, employees, agents and representatives.
- (e) **"Legal Requirements"** shall have the meaning set forth in Section 22.
- (f) **"Services"** shall have the meaning set forth in Section 1.

AGREEMENT

1. **Consultant's Services.** On the terms and conditions contained herein, District hereby retains Consultant, and Consultant hereby agrees to perform all services identified on the attached Exhibit A, together with all other services and work product reasonably necessary to complete and/or customarily performed in connection with the Scope of Services identified on Exhibit A (collectively, the **"Services"**).
2. **Term.** Unless earlier terminated by the express provisions hereof, the term of this Agreement (**"Term"**) shall commence on the Effective Date and expire on the Expiration Date.
3. **Quality of Services.** Consultant shall devote Consultant's commercially reasonable and professional efforts consistent with other professionals in Consultant's industry, and fully and faithfully perform the Services (i) in an efficient and diligent manner so that the Services provided by Consultant hereunder will be timely (and in any event in accordance with the Schedule of Performance) and of a scope and quality not less than that performed by

other professionals engaged in the performance of similar services in connection with projects of similar size, scope and complexity, and (ii) in compliance with the Legal Requirements. Consultant shall provide, at no charge (other than amounts payable as Fees or Reimbursements), progress copies of drawings, reports, specifications and other necessary information, as required hereunder or as requested by District, to District and District's contractors and other consultants. Consultant shall ascertain the requirements for the Services, shall confirm such requirements to District and inform District of any additional information Consultant needs from District or District's contractors or other consultants sufficiently ahead of time to allow District to obtain such additional information and shall promptly notify District of any deficiencies in the information provided to Consultant by District or District's contractors or other consultants. District will employ other contractors, engineers and consultants in connection with the Project, and Consultant shall cooperate and coordinate its Services with such other contractors, engineers and consultants as required to facilitate reasonable, orderly and timely completion of the Project; provided that Consultant shall not be required to perform any Services other than as set forth herein and those customarily furnished in connection therewith.

4. **Licenses or Permits.** If any governmental license or permit shall be required for the proper and lawful conduct of Consultant's business, or shall be required for the Consultant Parties in connection with providing the Services hereunder, Consultant, at its expense, shall duly procure and thereafter maintain such license or permit, or cause such license or permit to be procured and thereafter maintained, and submit the same to the District for inspection. Consultant, at its expense, shall at all times comply with the requirements of each such license or permit and shall cause any Consultant Parties providing the Services hereunder to so comply with the requirements of each such license or permit during the Term of this Agreement. The failure of Consultant to comply with the terms of this Section shall in no way relieve Consultant of its indemnification obligations under Section 13 of this Agreement.

5. **Personnel and Other Consultants.** All Consultant Parties providing the Services hereunder on behalf of Consultant shall (i) be qualified and competent professionals experienced in rendering the Services described in the Exhibit(s), conforming to the professional standards set forth in Section 3 and (ii) licensed to the extent required by Section 4. Consultant shall ensure that such persons perform the Services in the manner described in Section 3 above. If Consultant's proposal(s) identifies other persons to provide all or a portion of the Services other than Consultant, Consultant shall provide the District with such person's or persons' qualifications and experience. Consultant shall nevertheless be fully responsible to District and the indemnity set forth in Section 13 shall apply to Services rendered by other parties to or on behalf of Consultant.

6. **Fees and Reimbursements.** In consideration of the performance of the Services, the District agrees to pay Consultant the Fees and Reimbursements, computed and presented as set out in Exhibit B hereto. Any single cost or expense subject to reimbursement by the District which exceeds Two Thousand Five Hundred Dollars (\$2,500.00) or which is not listed on Exhibit B must be approved by the District in advance of the obligation being incurred in order for such cost or expenses to be reimbursed.

7. **Invoices.** Consultant shall bill the District for the Services based on invoice(s) with appropriate support documentation for the Fee and Reimbursements. Consultant shall submit invoices for the Fee and Reimbursements broken down separately as to each item. Provided Consultant has submitted invoices with appropriate support documentation by the first (1st) of the month, Consultant shall be paid by the thirtieth (30th) of such month unless such invoice is disputed as described below. The format of the invoice and backup documentation shall strictly adhere to the requirements established by District. If the District disputes or questions any part or all of an invoice, the District shall advise Consultant in writing of such questions or disputes within thirty (30) days of the District's receipt of such invoice. In the event of any dispute regarding the Services performed to date, Consultant, including any of Consultant's subcontractor(s) or agent(s) responsible for the Services, in District's sole and absolute discretion, shall, so long as District is pursuing resolution of such dispute in an expeditious manner, continue to carry on performance of the Services and maintain their progress during any such dispute, lawsuit or other proceeding to resolve the dispute, and District shall continue to make payments of undisputed amounts to Consultant in accordance with this Agreement. Except as otherwise determined by the District, all payments for approved advisors and support consultants will be made to Consultant for payment to the designated advisors and support consultants.

8. **Ownership of Materials.** All materials produced or purchased at the District's expense by Consultant or its approved advisory and support consultants shall be the property of the District. When Consultant completes the Services and is paid in full for all approved and non-disputed Fees and Reimbursements, Consultant shall deliver the originals of all materials produced or purchased by Consultant to the District within thirty (30) days. The District shall

be the owner of any and all work product (including, without limitation, all writings, drawings, specifications, blueprints, pictures, photographs and recordings) created, produced, developed, prepared or submitted by Consultant to the District under this Agreement whether it be in printed or electronic form, and District may reproduce, modify and otherwise use the work product created for any and all purposes. The District shall also be the owner of all intellectual property rights in such work product, including all rights of copyright therein. Without any additional consideration, Consultant will execute and deliver any and all further documents that District reasonably determines may be desirable to perfect its ownership of any intellectual property rights, including any copyright rights, in any of the work product. It is the intention of Consultant and the District that the work product is a "work for hire" as that term is used in the federal Copyright Act. To the extent that any of the work product are not deemed "work for hire," Consultant hereby assigns, grants and conveys and agrees to assign, grant and convey all of Consultant's worldwide right, title and interest in and to such work product and all rights of copyright therein. However, if the work product consists of plans and specifications for physical structures, the District will indemnify Consultant from any claim for property damage or personal injury arising from the use of the plans and specifications for any purpose other than the purpose for which originally produced.

9. **District's Intellectual Property.** Consultant agrees that all trademarks, trade names, service marks, logos, or copyrighted materials of the District that Consultant is permitted to use in connection with the Services are used by the consent of the District and shall remain the sole and exclusive properties of the District, and this Agreement does not confer upon Consultant any right or interest therein or in the use thereof.

10. **Termination.**

(a) For convenience, the District may terminate this Agreement or any of the Services of Consultant at any time with or without cause on seven (7) days' prior written notice. Upon receipt of a notice of termination, Consultant shall cease providing the Services as directed by the District. Commitments for Services from advisors and support consultants shall be concluded as expeditiously and economically as possible, unless otherwise directed by the District. If the District selects an alternate provider of the Services, Consultant shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption of the District's business. Consultant shall in any case be entitled to payment in full for any non-disputed Fees and Reimbursements in connection with all Services it performs until termination of performance has occurred.

(b) This Agreement may be immediately terminated at the election of District with twenty-four (24) hours written notice to Consultant, upon the occurrence of any of the following events:

(i) Consultant's breach of any covenant or failure to perform any obligation under this Agreement; or

(ii) The failure of Consultant to comply with any statute, law or regulation applicable to Consultant in performing Consultant's Services hereunder.

11. **Confidentiality.** Consultant shall not disclose any Confidential Information to others without the District's prior written consent. Disclosure to Consultant's employees and other professional advisors who agree to be bound by the terms of this Section is permitted when required in connection with the Services. Upon the conclusion of the Services, Consultant shall return all Confidential Information to the District or shall certify to the District that all Confidential Information has been destroyed. In addition, Consultant agrees that ideas or concepts under consideration by the District and disclosed to or developed by Consultant are confidential and proprietary to the District and may not be utilized by Consultant for any purpose other than in connection with the Services or disclosed to any third party unless authorized in writing by the District. Consultant shall not refer to or show the Services provided for District under this Agreement in any of Consultant's marketing or promotional materials absent District's prior written approval, which may be withheld in District's sole and absolute discretion. Consultant agrees to commit the Consultant Parties to protect the confidential and proprietary nature of these ideas and concepts.

12. **Performance Reviews.** During the Term, Consultant and the District shall meet as frequently as either party deems necessary to review Consultant's performance of the Services.

13. **Indemnification by Consultant; Exculpatory Clause and Waiver.** Consultant hereby agrees to defend, indemnify, protect and hold harmless the District, its respective members, managers, partners, lenders, officers, directors, affiliates, representatives, agents, attorneys and employees, the Developer, and each of them and their respective successors and assigns (collectively, the "Owner Parties") from and against any and all Claims

occurring incident to or resulting in whole or in part from, the activities of any of the Consultant Parties in connection with this Agreement; provided however, that this indemnity shall not apply to the extent of District's gross negligence or willful misconduct. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Consultant shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Consultant is carrying and maintaining. In any and all Claims against one or more of the Owner Parties by any employee of any of the Consultant Parties, the indemnification obligation under this Section 13 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant Parties under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. **Waiver.** The failure of either party to require the strict performance of any provisions of the Agreement in any one or more instances, or to exercise its rights hereunder or at law or in equity, shall not be construed as and shall not constitute a waiver or relinquishment of any such provisions or rights, and such provisions and rights shall continue in full force and effect.

15. **Books and Records.** Consultant agrees that it will maintain records and books of account reflecting all Fees and Reimbursements and other charges invoiced to the District, including supporting documentation, according to generally accepted accounting principles consistently applied, for a period of at least two (2) years after the Services are completed or terminated, and that the District shall have the right to inspect and audit such books, records and supporting documentation at Consultant's office, including any and all correspondence, contracts, books, accounts, and other materials prepared or held by Consultant that are directly related to its performance of the Services. If any overcharges are discovered, Consultant agrees to refund promptly the overcharge to the District, plus interest at the lesser of (i) eighteen percent (18%) per annum or (ii) the maximum rate allowed by law.

16. **Supervision.** Consultant shall supervise the performance of subcontractors or support consultants retained by it and when requested to do so those retained by the District in connection with the Services.

17. **Releases, Licenses and Permits.** Consultant shall obtain all releases, licenses, permits or other authorizations required to use drawings, plans, photographs, copyrighted materials, art work, or any other property or rights belonging to third parties that are required for use in performing the Services. The District shall cooperate with Consultant in obtaining any such release, license, permit, or other authorization.

18. **Insurance.** Consultant and its advisors and support consultants of every tier shall maintain, with companies satisfactory to the District, any and all insurance which would otherwise be obtained in the course of prudent business practice and shall comply with all terms and conditions thereof. Such insurance shall include, without limitation, the types of insurance in minimum amounts as listed on the Schedule of Insurance attached to this Agreement as Exhibit C. Consultant understands and agrees that Consultant is not covered and may make no claim under any of District's insurance policies.

19. **Miscellaneous.**

(a) **Notices.** All notices required to be given under this Agreement shall be given to the other party in writing and by personal delivery, overnight mail with tracking of receipt, or certified mail with return receipt requested, to the address of each party given in the Summary of this Agreement and with copies to such other parties as set forth below. Notice given by personal delivery, or overnight mail with tracking of receipt shall be effective when received, and notices by certified mail shall be effective the third business day after such notice is deposited in the United States mail postage prepaid. Copies of any such notices shall be provided as follows:

IF NOTICE IS TO DISTRICT:	IF NOTICE IS TO CONSULTANT:
Hilltop Point Community Development District Attn: Brian Lamb, District Manager 2005 Pan Am Circle, Suite 300 Tampa, Florida 33607 Telephone: (813) 873-7300 <u>With a copy to:</u> Erin McCormick Law, PA Attn: Erin McCormick, District Counsel 3314 Henderson Boulevard, Suite 100D Tampa, Florida 33609 Telephone: (813) 579-2653	Sharp Design Studio, LLC 12100 Race Track Road Tampa, Florida 33626 Telephone: (813) 408-8404

(b) **Independent Contractor.** Consultant is an independent contractor in the performance of its duties under this Agreement. The detailed methods, manner and means of conducting the Services shall be under the complete control and direction of Consultant. Consultant understands and agrees that none of the Consultant Parties are entitled to any of the rights, privileges or benefits established for District's employees. Consultant understands and agrees that District will not pay or withhold from any amounts paid to Consultant under this Agreement any income tax, self-employment tax, payroll tax, workers compensation or other similar payments, and all such payments as may be required by law are the sole responsibility of Consultant. No partnership or joint venture is intended or implied by this Agreement.

(c) **Safety.** Consultant shall comply with all safety and loss prevention rules and procedures established at each work site as well as all applicable safety and health laws and regulations including, but not limited to, the standards and regulations promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 (OSHA) and any other legislation enacted for the safety and health of Consultant's employees. Consultant shall notify the District immediately, by telephone with prompt confirmation in writing, of injuries and fatalities that occur to its employees or subcontractors in connection with this Agreement and shall provide the District with reports of any injuries and fatalities as the District shall deem necessary, including but not limited to copies of all reports and other documents filed or provided to Consultant's insurers and the agencies having jurisdiction in connection with injuries or fatalities. If the District determines that Consultant has breached or violated the terms of this Section 19.c., the District shall have the right to suspend the Services or terminate this Agreement, as the District shall determine, in its sole discretion, and the Services shall not recommence until and unless the District is satisfied that the safety provisions will not thereafter be breached or violated. Nothing contained in this Section shall be interpreted as (i) enlarging the District's legal duty to Consultant or to Consultant's agents, employees, subcontractors, advisors, support consultants or third parties, or (ii) altering the status of Consultant as an independent contractor under this Agreement.

(d) **Assignment.** This Agreement may not be assigned by Consultant, but may be assigned by the District in connection with a sale of the property which is the subject matter of the Services hereunder.

(e) **Amendment.** This Agreement may be amended only by a written instrument which refers to this Agreement and is executed by each of the parties hereto.

(f) **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Consultant and the District.

(g) **Governing Law.** The laws of the city, county and state where the Project is located shall govern and control the construction, interpretation and enforcement of this Agreement, excluding any conflict of law rule which would refer any matter to the laws of any other jurisdiction.

(h) **Non-Discrimination in Employment.** During the Term of this Agreement, neither Consultant nor the other Consultant Parties shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant and the other Consultant Parties shall assure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Consultant and its affiliates, employees and agents shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. During the Term of this Agreement, Consultant, its affiliates, employees and agents shall conduct their respective activities in accordance with Title VI of the Civil Rights Act of 1964 and the rules and regulations promulgated therein.

(i) **Counterparts.** This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. In addition, properly executed authorized signatures may be transmitted via facsimile and upon receipt shall constitute an original signature.

(j) **Successors.** Subject to the provisions of Section 19(d) above, this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties and any person claiming by, through or under any of the respective permitted successors or assigns.

(k) **Headings.** The headings used in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision thereof.

(l) **Severability.** If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect or impair the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect, and the parties hereto shall continue to be bound thereby.

(m) **Time of the Essence.** Time is of the essence of this Agreement. Consultant shall prosecute the Services hereunder with diligence and in such a manner as is necessary to complete the Services on or before the completion date or dates specified in the Exhibit(s), it being understood by Consultant this being of the utmost concern and matter to the District.

(n) **Cumulative Remedies.** All rights, privileges and remedies afforded the parties by this Agreement shall be cumulative and not exclusive, and the exercise of any one of such remedies shall not be deemed to be a waiver of any other right, remedy or privilege provided for herein or available at law or equity.

20. **Dispute Resolution.** Any dispute or claim between the District and Consultant relating to or arising out of this Agreement and/or the Services performed by Consultant under this Agreement shall be subject to the provisions of this Section 20.

(a) District and Consultant shall first submit all claims, disputes and other matters in question arising out of or relating to this Agreement or the actual or alleged breach thereof (collectively, "**Dispute**") to non-binding attempts at mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any legal requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Consultant Parties. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following paragraph.

(b) Except as provided in paragraph (c) below, any Disputes which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation of performance or non-performance of this Agreement and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "**Rules**"). Such arbitration shall take place at a location determined by District in the State in which the Project is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars (\$100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars (\$100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in

accordance with the Rules. Except as set forth in paragraph (c) below, no arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by District and Consultant and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if District is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Consultant, which District believes involves or may involve Consultant, then District shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Consultant into the Dispute, arbitration, litigation or other legal or administrative action between District and such other person(s). Consultant hereby consents to such consolidation. Further, if such dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Consultant agrees to be so bound by such decision. Consultant also agrees to attend and participate fully at any mediation which District believes involves or may involve Consultant, and to participate equally with other parties in sharing costs of such mediation. Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Consultant shall continue to perform all obligations under this Agreement, unless terminated by District as provided herein.

(d) If either party institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the nonprevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of such attorneys' fees and all cost and disbursements incurred therein and in any mediation respecting the subject matter of such action or proceeding and including any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court, arbiter or mediator in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

(e) **EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ITS RESPECTIVE RIGHT TO A TRIAL BY JURY.**

21. **Acknowledgment and Understanding; Interpretation.** Each of the parties hereto specifically agrees that it has a duty to read this Agreement and agrees that it is charged with notice and knowledge of the terms of this Agreement; that it has in fact read the Agreement and is fully informed and has full notice and knowledge of the terms, conditions and effect of this Agreement; that it has been represented by independent legal counsel of its choice throughout the negotiations prior to its execution of this Agreement and has received the advice of its attorney in entering into this Agreement; and it recognizes that certain of the terms of this Agreement result in one party assuming the liability inherent in some aspects of the transaction and relieving the other party of its responsibility for such liability. In addition, each party agrees that this Agreement shall not be construed against District merely because of District's involvement in its preparation and the parties hereto agree that such fact shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Agreement. Further, the parties agree that any deletion of language from this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

22. **Compliance with Laws.** Consultant agrees, at its own expense, to comply and to cause the Consultant Parties to comply with all requirements of any existing federal, state and local laws, rules, regulations and requirements ("Legal Requirements") at all pertinent times in connection with the performance of the Services hereunder.

23. **Exhibits.** If there are any terms and conditions contained in any exhibit(s) attached hereto which are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall prevail. All exhibits attached hereto are incorporated herein by this reference.

24. **Conflict of Interest.** Consultant hereby agrees to notify District and seek District's approval prior to Consultant's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Consultant's Services under this Agreement. District may deny any such approval for Consultant's retention set forth above, in the event District, in District's sole and absolute discretion, should conclude that such retention would have an adverse affect on Consultant's Services under this Agreement or on the Project generally.

25. **Public Records.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Rizzetta & Company, Inc. ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Consultant does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Consultant'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 Consultant, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 873-7300, EXT. 322, OR BY EMAIL AT, OR BY REGULAR MAIL AT: INFRAMARK, LLC, 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607.

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

If the Consultant anticipates entering into agreements with a subcontractor, the Consultant will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Consultant has otherwise complied with its obligations hereunder, the District shall promptly notify the Consultant. The Consultant agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Consultant or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT

SHARP DESIGN STUDIO,
a Florida limited liability company

DocuSigned by:
By: Don Sharp
Name: Don Sharp
Title: President

DISTRICT

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT,
a special purpose from of local government pursuant
to Chapter 190, Florida Statutes

By: Betty Valenti
Name: BETTY VALENTI
Title: Chairman

EXHIBIT A
SCOPE OF SERVICES/SCHEDULE OF PERFORMANCE

Consultant shall fully and faithfully perform all Services reasonably necessary for the Project, including without limitation, the following:

- a. Perform the services as described on Exhibit "A-1" which is attached hereto and made a part hereof.
- b. With respect to any reports or work product produced under this Agreement, Consultant shall issue any such reports and/or work product to: "District or other entity managed, either directly or indirectly, by District."

[INTENTIONALLY LEFT BLANK]

EXHIBIT A-1
Proposal of Services

**WORK ORDER****EFFECTIVE DATE:**

Client Name:	Hilltop Point (Clinton Avenue) CDD	Requested by: (Name, E-mail, Phone, Address)	Keith Malcuit kmalcuit@mihomes.com (813) 393-5786 4343 Anchor Plaza Park, Suite 200 Tampa, FL 33634
Plan #/ Project Name:	Hilltop Point Amenity – Construction Phase Services	SDS Job Number:	21-2391-001

<u>Description (Scope of Work) – to include all Work to be performed by the Architect pursuant to the Contract Documents for the Construction of the Hilltop Point Amenity, which Scope of Work includes, but is not limited to, those items identified on Exhibit "A," attached hereto and incorporated herein.</u>	<u>Quantity</u>	<u>Rate</u>	<u>Totals</u>
Construction Administration: Review of contractor submittals	Hourly	\$115/HR	Not to exceed: \$9,200.00
Monthly Pay App Review and Approvals	As Needed	\$400	Not to exceed: \$3,200.00
(2) Two Site Visits: Inspection at substantial completion to generate punch list and final inspection to verify completion of punch list	As Needed	\$1,060	Not to exceed: \$2,120.00
Reimbursable Expenses: mileage to the site for pay app site visits and final site visits	TBD	\$0.78 per mile	Not to Exceed: \$750.00
Dispute Mediation: in the event of a dispute between CDD and contractor, SDS will act as the initial decision maker	Hourly	\$200/HR	Not to Exceed: \$4,000.00

Total this Proposal – NOT TO EXCEED: \$19,270.00



Notes:

- The above fee schedule is in addition to any reimbursable charges found in the original signed agreement.
- Sharp Design Studio, LLC will not commence work on the above stated Project until the Professional Consulting Agreement is signed by Hilltop Point Community Development District and Sharp Design Studios, LLC.
- This agreement is governed by the signed Professional Consulting Agreement between the parties.

WORK ORDER

Accepted By:

Keith Malcuit

Land Project Manager
M/I Homes of Tampa, Inc.

DocuSigned by:

Donald P. Sharp
EE2D775199A041B
President/Owner
Sharp Design Studio

DocuSigned by:

Diego H. Duran
C100FD02E4B74DA
Diego H. Duran, AIA, NCARB
Vice President of Architecture
Sharp Design Studio

Signature (on behalf of Company)

Date



Exhibit "A"

All Work to be performed by the Architect, as described in the Contract for Construction of the Hilltop Point Amenity Center, between Hilltop Point Community Development District and Windward Building Group, Inc., AIA Document A101-2017, as modified (the "Standard Agreement"), and the General Conditions of the Contract for Construction of the Hilltop Point Amenity Center, between Hilltop Point Community Development District and Windward Building Group, Inc., AIA Document A201-2017, as modified (the "General Conditions"), and all associated Contract Documents for the Construction of the Hilltop Point Amenity Center (collectively, the "Contract Documents"), including, but not limited to the following:

1. Review of Contractor submittals, processing and certification of all Certificates of Payment, within seven (7) days, in accordance with the Contract Documents.
2. Issue written orders for minor changes to the Work, in accordance with the Contract Documents.
3. Review and make determinations regarding any default or neglect by the Contractor, and made determinations regarding withholding or payments to correct any Contract deficiencies, default, negligence or failure(s).
4. Issue instructions in the event of a notice from Contractor regarding any inconsistencies, errors or omissions, regarding the Contract Documents, including the Drawings and Specifications.
5. Review and make determinations regarding Contractor's proposed alternatives to construction means, methods, techniques, sequences, or procedures where the Construction Documents give specific instructions.
6. Review and determinations regarding Contractor requests for substitutions.
7. Review, as appropriate, information regarding the kind or quality of materials and equipment furnished by Contractor.
8. Investigate any concealed or unknown conditions reported by Contractor, and recommend equitable adjustments as appropriate.
9. Receive and promptly review notices, required by Contractor regarding: Contractor's superintendent, subcontractors, materialmen and equipment for the Work, the construction schedule and the submittal schedule, and make appropriate determinations in accordance with the Contract Documents.
10. Review and approve Shop Drawings, Product Data, samples, similar data for the limited purposes as set forth in the Contract Documents.
11. Visit the Site at appropriate intervals in accordance with §4.2.2 of the General Conditions, and keep the Owner reasonably informed about the progress and quality of the Work, in accordance with §4.2.3 of the General Conditions.
12. Require inspection and testing of the Work, as appropriate.
13. Prepare Change Orders and Construction Change Directives.
14. Make a determination based on inspection of the Work, and issue a Certificate of Substantial Completion

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12100 Race Track Road
Tampa, FL 33626
PH: 813.408.8404
ccrocker@sharpdesignstudio.com



when appropriate, in accordance with the Contract Documents.

15. Review all documents required for issuance of the Certificate of Final Certification in accordance with §9.10.2 of the General Conditions, and based on inspection of the Work, issue a Certificate of Final Inspection when appropriate, in accordance with the Contract Documents.
16. Interpret and decide matters concerning performance and requirements of the Contract Documents with reasonable promptness.
17. Review and respond to requests for information about the Construction Documents with reasonable promptness.
18. Make determinations regarding delays and extensions of time, in accordance with the Contract Documents.
19. Review and make determinations regarding the Schedule of Values, in accordance with the Contract Documents.
20. Furnish information to subcontractors, if requested, in accordance with the Contract Documents.
21. Make determinations regarding the uncovering and/or correction of the Work.
22. Make determinations regarding compensation owed by Owner or Contractor, upon termination for cause by Owner, in accordance with §14.2 of the General Conditions, or upon termination for convenience by Owner, in accordance with §14.3 of the General Conditions.
23. Make determinations regarding Claims and Disputes, in accordance with Article 15 of the General Conditions.

EXHIBIT B
Fees and Reimbursements

Fees: Consultant's Billing Rates are attached hereto as Exhibit "B-1" and made a part hereof.

Reimbursements:

1. Out of Pocket Expenses.

Consultant is to be reimbursed for all reasonable and actual (without mark-up) out-of-pocket expenses directly associated with Consultant's performance of the Services, including but not limited to:

- a. Courier;
- b. Reproduction (not to exceed \$.10 per copy);
- c. \$.625 per mile (or, if different, the current IRS Standard Mileage Rate) for legitimate automobile travel, in attending meetings and/or appointments;

Such out-of-pocket expenses shall not exceed \$ 2,500 without District's prior written approval.

2. Travel Expenses.

Consultant is to be reimbursed for all reasonable out-of-town travel expenses (without mark-up) directly associated with Consultant's performance of the Services, including, but not limited to [specify dates and trips, if possible]:

- d. Air fare (coach class only);
- e. Ground transportation;
- f. Hotel (business class);
- g. Meals.

Such out-of-town travel expenses shall not exceed \$ 2,500 per trip and \$ _____ in the aggregate, without District's prior written approval.

EXHIBIT C

SCHEDULE OF INSURANCE
PROFESSIONAL AND CONSULTING SERVICES AGREEMENT

Consultant shall carry and maintain, and shall cause any and all approved advisors and support consultants to carry and maintain, at all times during the term of this Agreement, and thereafter if so designated hereinafter, at no cost to the District, the following insurance coverages in amounts not less than those shown below, through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A VIII, and shall comply with all of the provisions in this Schedule of Insurance:

a.	TYPE OF INSURANCE	MINIMUM LIMITS
	I. Workers' Compensation.	Statutory limits complying with the laws of the state in which the project is located during performance by Consultant pursuant to this Agreement), and employer's liability insurance with limits not less than \$1,000,000 bodily injury by accident (each accident), \$1,000,000 bodily injury by disease (policy limit), and \$1,000,000 bodily injury by disease (each employee).
	II. Commercial General Liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Agreement), broad form property damage coverage (including completed operations).	Not less than \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate limit, and \$2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater.
	III. Commercial Automobile Liability including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto.	\$1,000,000 per accident.
	IV. Professional Liability (Errors and Omissions) to be carried and maintained during the term of the Agreement and for a period of three (3) years thereafter covering liability to District imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof,	\$1,000,000 per occurrence and in the aggregate.

	of professional services and any physical property damage, bodily injury or death resulting therefrom. Policy shall at all times include a retroactive date no later than the Effective Date.	
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b. Waiver of Subrogation. All policies listed under Section a. I, II and III shall be endorsed to provide that each insurer thereunder waives its right of subrogation against or contribution from the District, its respective members, managers, partners, lenders, officers, directors, affiliates, representatives, agents, attorneys and employees, the Developer, and each of them and their respective successors and assigns, or any of their insurers.

c. Additional Insureds. The policies listed above under Section a. II & III shall name the District, its respective members, managers, partners, lenders, officers, directors, affiliates, representatives, agents, attorneys and employees, the Developer, and each of them and their respective successors and assigns, as (i) additional insureds under the CGL policy required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents acceptable to District, and (ii) as additional insureds under the commercial automobile liability insurance.

d. Primary Coverages. All policies shall be primary insurance for Consultant Parties and the District, District's lender(s), the Owner Parties and such other persons and entities as may from time to time be designated by District. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Consultant Parties and may not contain any exclusionary language or limitations applicable to the additional insureds.

e. Deductibles and Self-Insured Retention. No deductible or self-insured retention shall exceed \$50,000 per occurrence for the coverages required above. Consultant may seek written approval by District of a deductible or self-insured retention exceeding \$50,000 per occurrence, which District may (but is not obligated to) grant in its sole discretion.

f. Verification of Coverage. Prior to commencing the Services, Consultant shall deliver to District the required endorsements and waivers of subrogation referred to in this Exhibit C, as well as certificates of insurance evidencing the coverages referred to in this Exhibit C. Promptly upon District's request, Consultant shall deliver to District a copy of any and all of the insurance policies and other insurance documents required by this Exhibit C. In the case of policies expiring while work is in progress, a renewal certificate with all applicable endorsements must be received at the business office of District prior to the expiration of the existing policy or policies.

Permitting Consultant to start or continue services, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Consultant's insurance fails to meet the requirements stated herein, all payments may be held until the deficiency has been resolved.

Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide District with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Consultant shall, immediately upon receipt, provide District with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the District, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

g. Acceptability of Insurers. All insurance carried in accordance with this Schedule of Insurance shall be provided through insurers authorized to conduct business in the state where the Services are to be performed and with an A.M. Best & Co. rating of no less than A:VIII.

h. Failure of Compliance with these Provisions. The failure of Consultant to carry and maintain the insurance coverages under this Schedule of Insurance, including, without limitation, the failure to maintain the Professional Liability (Errors and Omissions) during the term the Services are performed and for three (3) years thereafter, shall not be deemed to limit Consultant's liability or in any way limit, modify or otherwise diminish Consultant's indemnification obligations contained in this Agreement. The insolvency, bankruptcy or failure of any insurance company issuing insurance for Consultant, or the failure or refusal of any insurance company to pay claims shall not be held to waive any of the provisions of this Agreement. In the event Consultant fails to carry and maintain the insurance specified herein, the District may, at its option, but without the obligation to do so, secure such insurance, and the cost thereof, plus a five percent (5%) administrative charge, shall be paid by the Consultant to the District within ten (10) days after demand from the District to Consultant, or, at the District's discretion, offset such amount against any amounts due from the District to Consultant.

AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Hilltop Point Community Development District, a Florida community development district established pursuant to Chapter 190, *Florida Statutes*
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: Brian Lamb, District Manager

and the Contractor:
(Name, legal status, address and other information)

Windward Building Group, Inc., a Florida corporation
650 Second Avenue South
St. Petersburg, Florida 33701
Attn: Trevor K. Sas, President

for the following Project:
(Name, location and detailed description)

Hilltop Point Amenity Center located at the northeast corner of Clinton Avenue and US Highway 301 – parcel ID 11-25-21-0000-00800-0000

The Architect:
(Name, legal status, address and other information)

Sharp Design Studio, LLC, a Florida limited liability company
12100 Race Track Road, Unit Q1
Tampa, Florida 33626
Attn: Diego Duran

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☐ The date of this Agreement.

☒ A date set forth in a notice to proceed issued by the Owner, which will be provided within thirty (30) days of the receive of governmental approvals.

☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

Init.

XXXX By the following date: To Be Determined

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

Portion of Work

Substantial Completion Date

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Seventy-Five Thousand Nine Hundred and xx/100ths Dollars (\$ 875,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates: None

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: None
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: Not Applicable
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other: Not applicable
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month.

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Ten Percent (10%)

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 5.1.7.1.1 The following items are not subject to retainage: Not Applicable

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: Not Applicable

Init.

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document

(Paragraphs deleted)

A201–2017

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other *(Specify)* As described in Section 15.3 of AIA Document A201–2017, as modified, which is part of the Contract Documents.

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Brian Lamb, District Manager
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Brian.Lamb@inframark.com

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Trevor K. Sas, President
650 Second Avenue South
St. Petersburg, Florida 33701
Tel: (727) 314-8220
tsas@windwardbuilding.com

(Paragraph deleted)

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201–2017, as modified by the parties hereto, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A1201–2017, as modified by the parties hereto, and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the parties

.2 AIA Document A201™–2017, General Conditions of the Contract for

(Paragraphs deleted)

Construction, as modified by the parties

(Paragraph deleted)

.3 Drawings

Init.

Number	Title	Date
.4	Specifications	

Section	Title	Date	Pages
.5	Addenda, if any:		

Number	Date	Pages

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

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)
 (Paragraphs deleted)

[] Supplementary and other Conditions of the Contract: Not Applicable

Document	Title	Date	Pages
.7	Other documents, if any, listed below: Request for Proposals Contractor's Proposal Sworn Statement on Public Entity Crimes Affidavit of Non-Collusion		

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

OWNER (Signature)

Betty Valenti, Chair, Board of Supervisors of
 Hilltop Point Community Development District
 (Printed name and title)

CONTRACTOR (Signature)

Trevor K. Sas, President of Windward Building
 Group, Inc., a Florida corporation
 (Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:54:10 ET on 11/23/2022.

PAGE 1

AGREEMENT made as of the day of in the year 2022

...

Hilltop Point Community Development District, a Florida community development district established pursuant to Chapter 190, Florida Statutes

2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Attn: Brian Lamb, District Manager

...

Windward Building Group, Inc., a Florida corporation

650 Second Avenue South
St. Petersburg, Florida 33701
Attn: Trevor K. Sas, President

...

Hilltop Point Amenity Center located at the northeast corner of Clinton Avenue and US Highway 301 – parcel ID 11-25-21-0000-00800-0000

...

Sharp Design Studio, LLC, a Florida limited liability company

12100 Race Track Road, Unit Q1
Tampa, Florida 33626
Attn: Diego Duran

PAGE 2

~~[]~~ XXX A date set forth in a notice to proceed issued by ~~the Owner~~ the Owner, which will be provided within thirty (30) days of the receive of governmental approvals.

...

~~If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.~~

PAGE 3

~~[]~~ XXXX By the following date: To Be Determined

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

...

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

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Eight Hundred Seventy-Five Thousand Nine Hundred and xx/100ths Dollars (\$ 875.900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 ~~Alternates~~Alternates: None

...

§ 4.3 Allowances, if any, included in the Contract Sum: None

...

§ 4.5 Liquidated damages, if any: Not Applicable

...

§ 4.6 Other: Not applicable

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the ~~day of the — month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than (—) days after the Architect receives the Application for Payment.~~ 30th day of the following month.

...

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: Ten Percent (10%)

...

§ 5.1.7.1.1 The following items are not subject to retainage: Not Applicable

...

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: Not Applicable

PAGE 5

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

...

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

Payment.

§ 5.3 Interest

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)~~

~~— %~~

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, ~~unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~

A201-2017

...

☐ ~~Other (Specify)~~

☒ Other (Specify) As described in Section 15.3 of AIA Document A201-2017, as modified, which is part of the Contract Documents.

...

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document ~~A201-2017~~; A201-2017, as modified.

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: (Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2017~~; A201-2017, as modified.

PAGE 6

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

...

Brian Lamb, District Manager
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
Brian.Lamb@inframark.com

...

Trevor K. Sas, President
650 Second Avenue South
St. Petersburg, Florida 33701
Tel: (727) 314-8220
tsas@windwardbuilding.com

...

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

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, A201-2017, as modified by the parties hereto, and elsewhere in the Contract Documents.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and A1201-2017, as modified by the parties hereto, and elsewhere in the Contract Documents.~~

...

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 8.7 Other provisions:~~

...

- ~~.1~~ AIA Document A101™-2017, Standard Form of Agreement Between Owner and ContractorContractor, as modified by the parties
- ~~.2~~ AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- ~~.3~~ AIA Document A201™-2017, General Conditions of the Contract for Construction
- ~~.4~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)Construction, as modified by the parties

~~.5~~ .3 Drawings

PAGE 7

~~6~~ 4 Specifications

...

~~7~~ 5 Addenda, if any:

...

~~8~~ 6 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

☒ ~~AIA Document E204™~~ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

☒ ~~The Sustainability Plan:~~

Title

Date

Pages

☐ Supplementary and other Conditions of the Contract: Not Applicable

...

~~9~~ 7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.) Request for Proposals

Contractor's Proposal

Sworn Statement on Public Entity Crimes

Affidavit of Non-Collusion

...

Betty Valenti, Chair, Board of Supervisors of
Hilltop Point Community Development District

Trevor K Sas, President of Windward Building
Group, Inc., a Florida corporation

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:54:10 ET on 11/23/2022 under Order No. 2114342563 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Hilltop Point Amenity Center

THE OWNER:

(Name, legal status and address)

Hilltop Point Community Development District

THE ARCHITECT:

(Name, legal status and address) Sharpe Design Studios, LLC, 12100 Race Tract Road, Tampa, Florida, 33626, including all design and engineering subconsultants and employees of Architect performing services on the project. Architect's representatives are: Diego Duran and Penney Taylor.

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

TABLE OF ARTICLES

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2	OWNER
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8	TIME
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11	INSURANCE AND BONDS
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13	MISCELLANEOUS PROVISIONS

Init.

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(2003646377)

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

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User Notes:

(2003646277)

(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all: performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Should there be any conflict between any of the terms and provisions of the Contract Documents which cannot be reconciled, then the following priority shall prevail: (a) this Contract; (b) Addenda, Change Orders or Modifications; (c) Drawings and Specifications; (d) Contractor's Proposal. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

(Paragraph deleted)

Work means all of those personnel, tasks, services, labor, supervision, facilities, structures, materials, equipment, supplies, transportation and all other tangible things required to be undertaken, produced, delivered, constructed, installed or furnished by Contractor or any of its Subcontractors as specified or reasonably inferable from the Contract Documents to achieve Final Completion, and shall include items, services and tasks incidental or preliminary thereto, including procurement of any necessary permits, licenses, or agreements, or other matters related to the Work not otherwise furnished by the District.

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective

professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

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

§ 1.1.9 Developer

The Developer is the developer and/or project owner of the land within the District, and any corporation, partnership, joint venture, limited partnership, limited liability entity, or other legal entity, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Developer.

§ 1.1.10 District

The District is the Hilltop Point Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes.

§ 1.1.11 Indemnified Parties.

The Indemnified Parties mean the District, the Developer, the Architect, and all of the officers, directors, partners, members, employees, agents, representatives, subsidiaries and affiliates of each such party.

§ 1.1.12 Request for Proposals.

The Request for Proposals is any requests made by the District for submission of bid proposals for the Work, and all documents included with the Request for Proposals.

§ 1.1.13 Legal Requirements. The Legal Requirements are all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders.

§ 1.1.14 Third Party Claims.

Third Party Claims are any and all direct or indirect claims, demands, allegations, liens, actions, causes of action, suits, obligations, injuries, rights of recovery for any relief or damages, debts, accounts, costs, taxes, assessments, interest, fines, penalties, losses, liabilities, judgments, awards, and expenses (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense) of any kind or nature relating to or arising out of the Work to the extent made or asserted by any person or entity other than the District or Contractor and their respective agents and employees.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

(Paragraphs deleted)

ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraphs deleted)

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

§ 2.3.6 The Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Contractor has satisfied itself and verified, by its own independent investigation and study, (i) all conditions affecting the Site, the Work to be done and materials to be furnished; (ii) the meaning, intention and sufficiency of the drawings and Specifications; and (iii) the conditions under which the Work is to be done; and has executed the Contract Documents based solely on such investigation, study and determination made by it.

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

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conditions related to that portion of the Work, and shall observe any conditions at the Site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly provide written notice to the Architect and Owner of any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. After receipt of any such notice from Contractor, Owner and Architect will consult, and Architect or Owner will issue instructions on how to proceed with the Work. If Contractor proceeds with the Work with knowledge of any ambiguities, errors or inconsistencies in the Contract Documents but without approved instructions from the Architect and Owner, Contractor shall correct, at its sole expense, any resulting damage or defects in the Work. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new. The Contractor further warrants that the Work will strictly conform to the requirements of the Contract Documents to comply strictly with all Legal Requirements, and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested by the Owner or the Architect within one (1) year after the date of Final Completion, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within one (1) year after the Final Completion of the Work, any of the Work is found not to comply with the requirements of the Contract Documents, then Contractor shall correct such noncompliant portion of the Work at its expense promptly after receiving written notice from District requesting such correction. The provisions of this Subsection 3.5.1 shall survive approval of the Work under this Contract. Contractor's warranty in this Subsection 3.5.1 is in addition to, and does not limit in any way District's Claims for latent/patent defects or Claims for warranties set forth by Legal Requirements, or any implied warranties recognized by applicable statutory or common law.

§ 3.5.2 Contractor shall faithfully and fully perform the terms of this Contract, and shall complete the Work in an expeditious and economical manner, consistent with the workmanship and sound business practices of a construction firm experienced in performing work similar to the Work in the general geographic region in which the Site is located, free and clear of all liens, Claims and Third Party Claims. Contractor shall, at all times during the progress of the Work, employ sufficient skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the time schedule. Contractor shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work. Contractor shall, at its expense, give all necessary notices. Owner, Architect and any governmental or other appropriate authorities and their respective representative, at all times, shall have access to the Work for any lawful purpose, including inspection.

§ 3.5.3 Contractor has satisfied itself and verified, by its own independent investigation and study, (i) all conditions affecting the Site, the Work to be done and materials to be furnished; (ii) the meaning, intention and sufficiency of the drawings and Specifications; and (iii) the conditions under which the Work is to be done; and has executed the Contract Documents based solely on such investigation, study and determination made by it.

(Paragraph deleted)

§ 3.5.4 All material, equipment, and warranties and guaranties for the Work received by Contractor or required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. If any warranties or guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of the Owner, upon demand.

§3.5.5 Contractor agrees to look solely to the assets of the District for the enforcement of any Claim arising hereunder or related to the Contract.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders (including licensing requirements) of public authorities applicable to performance of the Work, and with all deed restrictions and covenants applicable to the Site.

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

§ 3.7.4 Neither the Contractor nor any of its employees or agents shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor shall include the foregoing non-discrimination compliance provision in all written contracts and subcontracts to perform work or provide services under or pursuant to the Contract.

§ 3.7.4 Concealed or Unknown Conditions

Contractor has reviewed all existing conditions and limitations affecting the Work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and Site and local conditions applicable to the Work. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than three (3) business days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.10.4 Contractor shall be responsible for obtaining all necessary permits and other governmental approvals, and any delay in obtaining such permits and approvals will not serve to extend the Contract Time unless such delay is specifically shown to be outside Contractor's control.

§ 3.10.5 Final Completion of the Work shall occur not later than thirty (30) days after Substantial Completion, subject to adjustments as provided in the Contract Documents. Time is of the essence with respect to the Contract Documents and all of Contractor's obligations thereunder.

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

(Paragraphs deleted)

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to furnish equipment, materials, or labor for the Work, and such Subcontractor's sub-subcontractors and materialmen of every tier. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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

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

(Paragraphs deleted)

§ 5.2.1 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment. Any Subcontractor or individual laborer whom the Owner or Architect believes in good faith not to be qualified to pursue the Work or whom the Owner does not wish to be engaged in the Work shall be excluded from the Work, and shall be replaced with a Subcontractor or laborer approved by Owner and Architect. Upon submittal of the Final Application for Payment, in accordance with §9.10.1, the Contractor shall provide to the Owner and the Architect a final written list of all Subcontractors, materialmen and equipment providers for each portion of the Work.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR DEVELOPER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner or the Developer under separate agreements. The Owner reserves the right for the Owner or the Developer to perform construction or operations related to the Project with the Owner's or the Developer's own forces, and with Separate Contractors.

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

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

(Paragraph deleted)

§ 6.2 Mutual Responsibility

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

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

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responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;

- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion and Final Completion (as applicable) in the Contract Documents.

§ 8.1.2 The date of commencement of the Work is within thirty (30) days of receipt of all governmental approvals necessary to complete the project.

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

(Paragraph deleted)

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment, filled out and signed by the Contractor covering the Work completed as of the date of such Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Each Application for Payment shall be accompanied by all of the following:

- A certificate of payment substantially in the form set forth in **Exhibit B**, issued by the Architect substantiating the percentages and values of the portion of the Work completed and stating that such portion of the Work has been completed in substantial conformance with the Contract Documents;
- A conditional lien release for the payment requested from the Contractor and all of its Subcontractors in a form approved by the Owner which complies with the current version of all Legal Requirements for Florida;
- An unconditional lien release from Contractor and its Subcontractors for prior progress payments, together with invoices for such payments marked "paid in full" for the portion of the Work previously paid under the immediately prior Application for Payment, in a form approved by the Owner which complies with the current version of all Legal Requirements for Florida; and
- A current progress schedule, revised to indicate the portion of the Work executed during the previous payment period, all progress delays occurring during such period, any corrective actions taken to address the same, any anticipated delays or difficulties in performing the Work, and the actual cost of all Work completed during the payment period, describing such costs on a line item basis and including Contractor's estimate of the percentage of completion of each line item with reference to the then-current Owner-approved schedule of values; and

Such other documents and information in form, scope and substance as Owner may reasonably require. § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

(Paragraph deleted)

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment the submitted information is accurate and complete, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work, and that there are no stop notices or verified complaints pursuant to Subsection 255.07(3)(a), *Florida Statutes*, outstanding as of the date of the submission.

§ 9.4 Certificates for Payment and District Engineer Review and Approval

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment (except for the Certificate of Payment to be executed by the Architect), either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of

the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

§ 9.6.1 Within twenty (20) days after presentation of an Application for Payment with Architect's Certification for Payment, the amount recommended will (subject to the provisions of the Contract Documents) **AND subject to District Engineer's review to determine that the Work is consistent with the District's Capital Improvement Project and applicable Legal Requirements, including Chapter 190, Florida Statutes** be presented to the Owner's Board of Supervisors for approval. Upon approval, the payment shall be made to the Contractor within five (5) days.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

(Paragraph deleted)

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

(Paragraphs deleted)

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, as certified by the Architect, subject to certain minor punch list items and/or adjustments required to be made by Contractor, and provided that Contractor has obtained and delivered to District all permits and other consents from all governmental authorities, if any, that are required with respect to District's occupancy and use of the Work.

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

§ 9.8.3 Within a reasonable time thereafter, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect does not consider the Work Substantially Complete, the Architect or Owner will notify Contractor in writing giving the reasons therefor. The Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. There shall be attached to the Certificate a tentative list of items to be completed or corrected before final payment, sometimes referred to as a "punch list".

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect or Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless Owner and Contractor agree otherwise in writing, Owner's recommendations will be binding on Owner and Contractor until final

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payment. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, and a final written list in accordance with §5.2.1 of the Subcontractors, materialmen and equipment providers for each portion of the Work, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) satisfactory evidence that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, (6) an unconditional release of lien and waiver on final payment for Contractor and all of its Subcontractors in a form approved by the Owner which complies with the current version of all Legal Requirements; (7) all punch list items have been completed by Contractor and approved by Architect and Owner; (8) a certificate of occupancy or permit sign-off has been issued by the appropriate governmental authorities for the Work.; If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

(Paragraphs deleted)

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall, until final approval of the Work by the Owner, take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

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

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

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

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

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

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

§ 10.2.8 Contractor shall have custody of, and be responsible for the care and maintenance of the partially completed Work and the finished Work until final approval by Owner. Contractor shall repair or replace at its own expense any damage to the Work due to any cause, and shall do such remedial work as may be necessary to maintain the Work in property condition until all parts of the Work have been completed in accordance with the Contract Documents and delivered undamaged to Owner and approved by the Architect.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding five (5) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless.

(Paragraph deleted)

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the Site.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1.

(Paragraph deleted)

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS AND INDEMNIFICATION

§ 11.1 Contractor's Insurance

§ 11.1.1 Contractor shall, at Contractor's sole cost and expense, procure and maintain in full force and effect at least the following insurance coverages during the term of this Contract and, as provided herein, thereafter:

(i) Workers' compensation insurance (statutory limits complying with the laws of the state in which the Site is located during performance by Contractor pursuant to this Contract), and employer's liability insurance with limits not less than \$1,000,000 bodily injury by accident (i.e., each accident), \$1,000,000 bodily injury by disease (policy limit), and \$1,000,000 bodily injury by disease (each employee). Worker's compensation coverage shall include a waiver of subrogation against Owner if permitted by the Legal Requirements;

(ii) Commercial general liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including

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premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage, with limits of liability of not less than \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate limit, and \$2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Contract), broad form property damage coverage (including completed operations);

(iii) Commercial automobile liability insurance, including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or semi-trailers, including, without limitation, any machinery or apparatus attached thereto, with limits not less than \$1,000,000 each accident. The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent approved by Owner, and shall include, without limitation, contractual liability coverage; and

(iv) Contractor also shall maintain umbrella and/or excess liability insurance coverage, written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), with limits of liability not less than \$5,000,000 per occurrence/annual aggregate in excess of the limits of the policies required in (i), (ii) and (iii), above.

(Paragraphs deleted)
§11.1.2

(i) No deductible or self-insured retention shall exceed \$50,000 per occurrence for the coverages required in Subsections 11.1.1 (i), (ii), (iii) and (iv), above. Contractor may seek written approval by Owner of a deductible or self-insured retention exceeding \$50,000 per occurrence, which Owner may (but is not obligated to) grant in its sole and absolute discretion.

(ii) Owner, the Indemnified Parties and such other persons and entities as may from time to time be designated by Owner in writing, shall be named as additional insureds under the CGL policy (including completed operations coverage), commercial automobile liability and Umbrella and/or Excess policies required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents approved by District.

(iii) The policies required in Subsection 11.1.1 (i), (ii), (iii) and (iv), above, shall be primary insurance for Contractor and the Owner, the Indemnified Parties and such other persons and entities as may from time to time be designated by Owner. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Contractor and may not contain any exclusionary language or limitations applicable to the additional insureds.

(iv) Contractor agrees to maintain the insurance required in Subsection 11.1.1 (i), (ii), (iii) and (iv), above, continuously in effect during the term of this Contract and agrees to maintain the insurance required in Subsection 11.1.1 (ii) and (iv), above, and the additional insured status, as required in this Subsection 11.1.2 (ii), until statutes of limitations bar any and all Claims in connection with or arising out of the Contract Documents or the Work or Contractor's failure to perform any provision of this Contract.

§11.1.3 Prior to commencing the Work, Contractor shall deliver to District the required endorsements and waivers of subrogation referred to in this Section 11.1, as well as certificates of insurance evidencing the coverages referred to in this Section 11.1. Promptly upon District's request, Contractor shall deliver to Owner a copy of any and all of the insurance policies and other insurance documents required by this Section 11.1. In the case of policies expiring while Work is in progress, a renewal certificate with all applicable

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endorsements must be received at the business office of Owner prior to the expiration of the existing policy or policies.

§11.1.4 Permitting Contractor to start Work, continue Work, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Contractor's insurance fails to meet the requirements stated herein, all payments may be withheld by Owner until the deficiency has been resolved and Owner shall have the right to declare Contractor in default hereunder, in addition to all other rights available to Owner.

§11.1.5 Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide Owner with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Contractor shall, immediately upon receipt, provide Owner with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the Owner, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

§11.1.6 All insurance referred to in this **Section 11.1** to be carried by Contractor shall be with insurance carriers qualified to do business in the state(s) in which the Work is performed and having a rating of not less than A:VIII from A.M. Best & Co., unless District, in writing, in its sole and absolute discretion, approves a lower Best's rating.

§11.1.7 In the event Contractor fails to secure or maintain any policy of insurance required hereby, Owner in its sole discretion and election, may (i) secure such policy of insurance in the name of and for the account of Contractor and in such event, Contractor shall reimburse Owner promptly upon demand for the cost thereof; or (ii) terminate the Contract Documents, and Owner shall retain all remedies hereunder. Owner shall have the right to offset the costs of any such insurance, including but not limited to premiums, against any sums payable to Contractor under this Contract.

§11.1.8 None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract Documents or at law, including, without limitation, Contractor's indemnification obligations and liability in excess of the limits of the coverages required herein. Neither receipt of certificates showing less or different coverage than requested, nor any other forbearance or omission by Owner shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein. Subject to **Subsection 11.1.2**, Contractor shall be solely responsible to pay any loss amount that lies within the deductible(s) or self-insured retention(s) of Contractor's policies, up to the maximum amount of the deductible(s) or self-insured retention(s).

§11.1.9 Any insurance policies required of or maintained by Contractor pursuant to **Subsection 11.1.1(ii)** and (iv), above, may not contain any exclusion applicable to liabilities arising from subsidence, earth movement, condominiums, townhomes, multi-unit, multi-family and/or attached projects, residential construction, or any other type of Work to which the Contract Documents apply.

§11.1.10 If Contractor is out of business or otherwise unavailable at the time a claim, liability, demand or suit is asserted or made, directly or indirectly arising out of or relating to the Work or this Contract, to the fullest extent permitted by law, Contractor hereby assigns to Owner each and every and all of its rights under any and all of Contractor's potentially applicable policies of insurance.

§11.1.11 Contractor shall require all of its Subcontractors and suppliers of every tier to procure and maintain all of the same types of insurance coverages which are required of Contractor under this Contract (except as otherwise provided in this **Section 11.1**), and to furnish Owner, upon request, with certificates of insurance and endorsements complying with the requirements of this **Section 11.1**.

§11.1.12 With respect to any insurance Contractor is required to maintain pursuant to this Contract, or does maintain, for the Work and/or the Site, including, without limitation, that set forth herein, Contractor

warrants that Contractor has the right to waive any and all rights of subrogation which Contractor's insurance carriers might have or claim against District, its lender(s) and/or the Indemnified Parties, arising out of the Work and/or the Site. Contractor hereby waives to the fullest extent legally permitted all such present and future rights of subrogation and agrees to hold harmless, defend and indemnify Owner, and the Indemnified Parties from all such subrogation claims. Contractor shall require such waivers from its Subcontractors and suppliers. Contractor and its Subcontractors' and suppliers' policies shall provide such waivers by endorsement. A waiver of subrogation shall be effective as to a person or entity even if that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium and whether or not the person or entity had an insurable interest in the property damaged or person injured.

§11.1.13 To the extent requested by Owner, Contractor shall provide builder's risk insurance, with limits sufficient to cover one hundred percent (100%) of the full replacement cost of the covered property, without any co-insurance requirements or penalties. Such insurance shall be on the broadest available special causes of loss (all-risk) policy form (ALS 67 or equivalent reasonably approved by Owner) (completed value form), including flood and earthquake. The policy shall insure the interests of Owner, Contractor, and Subcontractors and suppliers of every tier, as their interests may appear. The policy shall cover all materials related to the Work, whether located on-site, located off-site or in-transit. The certificate of insurance for such builder's risk insurance shall reflect the requirements of this **Subsection 11.1.13**.

If builder's risk insurance is provided, any insured loss or claim of loss shall be adjusted by the Owner, and any settlement payments shall be made payable to the Owner, subject to the requirements of any applicable mortgage clause, and monies so received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be submitted to a court of competent jurisdiction to determine ownership of the disputed amounts but Work shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible amount of the policy. Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by Owner, until final payment has been made hereunder or until no person or entity other than Owner has an insurable interest in the property required by this insurance provision to be covered, whichever is later.

§ 11.2 BONDS.

The Contractor shall obtain and furnish to Owner, at Owner's expense, and maintain in effect throughout its performance under the Contract Documents, performance and payment bonds naming the Owner as obligee in a form approved by the Owner (without any Contractor mark-up), issued by a surety authorized to do business in the State of Florida, in an amount equal to the Contract Price. No notice of Change Order need be given to the surety. Contractor also shall supply evidence satisfactory to the Owner that the party issuing the bonds has the authority to bind the issuing surety. All bonds required for the Work shall be issued by a surety rated A or better by Best's rating or equivalent.

§ 11.2.1 Upon the request of Owner, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

(Paragraphs deleted)

§ 11.3 INDEMNIFICATION.

TO THE FULLEST EXTENT PERMITTED BY LEGAL REQUIREMENTS, CONTRACTOR SHALL INDEMNIFY AND DEFEND THE INDEMNIFIED PARTIES (WITH COUNSEL SATISFACTORY TO DISTRICT) AND HOLD THEM HARMLESS FROM ALL CLAIMS OF EVERY KIND AND NATURE, INCLUDING ATTORNEYS' FEES, ARISING OUT OF INJURY TO, OR DEATH OF, PERSONS (INCLUDING CONTRACTOR'S AND ANY SUBCONTRACTOR'S EMPLOYEES), AND DAMAGE TO ANY AND ALL PROPERTY, INCLUDING LOSS OF USE THEREOF, OCCURRING INCIDENT TO OR RESULTING WHOLLY OR IN PART FROM, DIRECTLY OR INDIRECTLY, ANY NEGLIGENT OR WILLFUL ACT OR OMISSION BY CONTRACTOR IN CONNECTION WITH OR ARISING OUT OF THE CONTRACT DOCUMENTS OR THE PERFORMANCE BY CONTRACTOR OF THE WORK OR CONTRACTOR'S FAILURE TO PERFORM ANY PROVISION OF THE CONTRACT DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THE USE OF ANY EMPLOYEES OF THE INDEMNIFIED

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PARTIES, THE INDEMNIFIED PARTIES' TOOLS OR UTILITIES. FURTHER, TO THE EXTENT THAT SUCH IS NOT CONTRARY TO LAW OR PUBLIC POLICY, CONTRACTOR SHALL INDEMNIFY THE INDEMNIFIED PARTIES AGAINST SUCH CLAIMS, WHETHER OR NOT RESULTING FROM OR CONTRIBUTED TO BY THE JOINT OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES, OR THOSE ACTING FOR OR ON BEHALF OF THE INDEMNIFIED PARTIES, OR ANY DEFECT IN, OR CONDITION OF THE SITE WHEREIN THE WORK IS PERFORMED, OR ANY MATERIALS FURNISHED BY OR ON BEHALF OF THE INDEMNIFIED PARTIES; PROVIDED, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE INDEMNIFIED PARTIES' SOLE AND/OR GROSS NEGLIGENCE, OR WILLFUL OR INTENTIONAL MISCONDUCT. THE INDEMNIFICATION OBLIGATION OF CONTRACTOR UNDER THIS PARAGRAPH 15 SHALL INCLUDE DAMAGE WRONGFULLY CAUSED BY CONTRACTOR TO THE WORK OR PROPERTY OF AN INDEMNIFIED PARTY, WHICH CONTRACTOR SHALL PROMPTLY REMEDY, AND DAMAGE WRONGFULLY CAUSED BY CONTRACTOR TO A SEPARATE CONTRACTOR OR PROPERTY OF ANY SEPARATE CONTRACTOR, WHICH CONTRACTOR SHALL PROMPTLY ATTEMPT TO SETTLE. NOTHING IN THIS PARAGRAPH 15 SHALL LIMIT THE OBLIGATIONS OF ANY INSURER UNDER THE TERMS OF ANY INSURANCE POLICY PROCURED OR MAINTAINED PURSUANT TO THE CONTRACT DOCUMENTS. CONTRACTOR AGREES THAT NOTHING HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS A WAIVER OF THE OWNER'S SOVEREIGN IMMUNITY PURSUANT TO SECTION 768.28, FLORIDA STATUTES.

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be enforceable under, and interpreted in accordance with the laws of the State of Florida. Contractor hereby agrees that personal jurisdiction and venue for any Dispute arising under the Contract Documents shall only be in the judicial circuit where the Project is located. The parties have selected arbitration as the method of binding dispute resolution, and the Federal Arbitration Act shall govern Section 15.3

§ 13.2 Successors and Assigns

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

(Paragraph deleted)

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

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timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.4.7 **Entire Agreement; Amendment.41. ENTIRE AGREEMENT; AMENDMENT**

The Contract Documents set forth all agreements between Owner and Contractor relative to the Work, and all prior negotiations or agreements are merged in the Contract Documents. No modification hereof or subsequent agreement relative to the subject matter of the Contract Documents shall be binding unless in writing and signed by both parties to the Contract Documents. Any communication, invoice, cover transmittal/letter, lien release, etc., including but not limited to any shipment received by Owner from Contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgment, invoice or other form of Contractor and notwithstanding Owner's act of accepting or paying for any such shipment or similar act of Owner.

(Paragraphs deleted)

§13.4.8 **Headings.42. HEADINGS**

The headings used in this Contract are for convenience only and are not to be construed as part of this Contract.

§13.4.9 **No Third Party Beneficiaries.44. NO THIRD PARTY BENEFICIARIES**

The Contract Documents shall not create any rights in third parties under the Contract Documents and no provisions of the Contract Documents shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the parties hereto. Without limiting the foregoing, Owner shall have no obligation to pay or to see to the payment of any monies due to any of Contractor's Subcontractors of any tier or to any other party except as may be required by Legal Requirements.

§ 13.4.10 **Survival of Provisions.45. SURVIVAL**

The insurance requirements, representations and warranties by Contractor, and the indemnities in this Contract, shall survive the completion/approval of any Work performed hereunder by Contractor and the termination of this Contract.

§ 13.4.11 Exhibits.47. EXHIBITS

All exhibits to which reference is made in this Contract are deemed to be incorporated herein by each reference as if fully set forth.

§ 13.4.12 Interpretation.48. INTERPRETATION

The parties hereto agree that the drafting of provisions of the Contract Documents by either party shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Contract Documents. Further, the parties agree that any deletion of language from the Contract Documents shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

§ 13.4.13 Set-off.49. SETOFF

Notwithstanding any provision hereof to the contrary, Owner shall have the right to receive any credits or damages to which it is entitled and to exercise any right of offset, setoff or counterclaim relating to Contractor's obligations under this Contract to the extent allowed by applicable law (collectively, the "Owner's Offset Rights"). So long as Owner in good faith exercises the Owner's Offset Rights, any failure of Owner to remit all or any portion of any payment due under this Contract to Contractor shall not be deemed to constitute a default or breach under this Contract.

§ 13.4.14 Signing Authority.50. SIGNING AUTHORITY

Each individual executing this Contract on behalf of a legal entity represents and warrants that he or she is duly authorized to execute and deliver this Contract and that this Contract is binding on such legal entity in accordance with its terms.

§ 13.4.15 Public Records. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the Owner to perform the service.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.
- d. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (813) 873-7300, OR BY EMAIL AT [REDACTED], OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607 .

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

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. In the event that the Owner has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner. Further, absent such notification from the Owner, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

§13.4.17. Sworn Statement on Public Entity Crimes and Affidavit of Non-Collusion. At the time of execution of this Agreement, Contractor shall complete and provide the executed Sworn Statement on Public Entity Crimes, and the Affidavit of Non-Collusion which are attached to this Agreement as Composite Exhibit C.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate

(Paragraphs deleted)

this Contract and recover from the District for payment for the portion of the Work executed, including Contractor's overhead and profit attributable to such portion and for proven loss with respect to materials, tools and construction equipment and machinery, if District fails to make a payment required hereunder for a period of thirty (30) days from the due date in **Article 9** without providing the explanation for withholding the payment in accordance with **Article 9**. Contractor, after seven (7) days written notice to Owner, without prejudice or any other right or remedy Contractor may have, provided Owner has not cured such default within said seven (7) day period, may terminate the Contract.

(Paragraphs deleted)

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor is in "default" under this Contract. "Default" shall occur if the Contractor, after seven (7) days written notice:

- .1 fails to carry out the Work in accordance with the Contract Documents;
- .2 fails to make proper and timely payment to Subcontractors or suppliers for materials or labor;
3. comply with the progress schedule;

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4. replace rejected material promptly or correct rejected workmanship as providing in the Contract Documents;
5. observe any terms, provisions, conditions, covenants and agreements in the Contract Documents.
6. becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;
7. Contractor files or has filed against it a petition under any chapter or section of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or shall be adjudged bankrupt or insolvent in any legal proceeding;
8. A receiver or trustee is appointed for all or a significant portion of the assets of the Contractor; or
9. Contractor actually or constructively abandons, or puts Owner on actual or constructive notice that it intends to abandon the Work.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner's only liability will be to pay the Contractor for (i) Work properly performed and approved by the Architect and the Owner, based on the schedules and

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tables, and any unit prices, lump sums enumerated in Contractor's Proposal and the Contract Documents; (ii) all expenditures made and costs incurred by Contractor for materials ordered by Contractor for the Work prior to the date of termination and not incorporated into the Work, provided such materials conform to the Contract Documents, and for labor performed on any such materials prior to the date of termination; and (iii) Ten Percent (10%) of the foregoing costs under (i) and (ii) to cover the Contractor's overhead expenses.

Contractor shall transfer and assign to Owner in accordance with Owner's instructions, all materials, supplies, Work in process, and other things for which Contractor is entitled to receive reimbursement. Upon performance of the obligations of the respective parties under this Subsection 14.4.3, all obligations of the respective parties under this Contract shall be discharged except such obligations as by their terms, express or implied, contemplate continued obligations after approval of the Work.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract, including any and all direct or indirect claims, allegations, demands, liens, actions, causes of action, suits, obligations, injuries, rights of recovery for any relief or damages, debts, accounts, costs, taxes, assessments, interest, fines, penalties, losses, liabilities; judgments, awards, and expenses (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense) of any kind or nature relating to or arising out of the Work to the extent made or asserted by Owner or Contractor against the other party hereto or arising out of the rights and obligations of either party under this Contract.. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and such weather conditions cause Architect to determine that, despite the exercise of due diligence and best efforts of the Contractor to avoid or overcome the same, continued performance of the Work would be perilous to personnel, equipment or the Work.

(Paragraphs deleted)

§ 15.2 Initial Decision

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten (10) days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

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

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

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

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

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

§ 15.3 Mediation and Arbitration.

(a) Following the Initial Decision, Owner and Contractor shall submit all Claims, disputes and other matters in question arising out of or relating to the Contract Documents or the actual or alleged breach thereof (collectively, "Dispute") to non-binding mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any Legal Requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Subcontractors and Affiliates. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following Subparagraph.

(b) Except as provided in Subparagraph (c) below, any Disputes which cannot be resolved by the parties through mediation as provided for above, including but not limited to the validity, interpretation, performance or non-performance of the Contract Documents and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location designated by District in the state in which the Site is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars (\$100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars (\$100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in Subparagraph (c) below, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract Documents, except by written consent containing a specific reference to the Contract Documents signed by District and Contractor and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if Owner is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Contractor, which Owner believes involves or may involve Contractor, then Owner shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Contractor into the Dispute, arbitration, litigation or other legal or administrative action between Owner and such other person(s). Contractor hereby consents to such consolidation. Further, if such Dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Contractor agrees to be so bound by such decision. Contractor also agrees to attend and participate fully at any mediation which District believes involves or may involve Contractor, and to participate equally with other parties in sharing costs of such mediation.

(d) Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Contractor shall continue to perform all obligations under the Contract Documents, unless terminated by

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District as provided herein.

(Paragraphs deleted)

§15.4 WAIVER OF JURY TRIAL³⁹. WAIVER OF JURY TRIAL

TO THE FULLEST EXTENT PERMITTED BY THE LEGAL REQUIREMENTS, DISTRICT AND CONTRACTOR SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THE WORK OR THE CONTRACT DOCUMENTS BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED, OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED, BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

EXHIBIT A

Drawings and Specifications

Init.

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EXHIBIT B

Certificate of Payment

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COMPOSITE EXHIBIT C

Sworn Statement on Public Entity Crimes

Affidavit of Non-Collusion

init.

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

(print name of the public entity)

by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, briber, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term

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"affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL

SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN-SECTION 287.017, **FLORIDA STATUTES**, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

STATE

COUNTY OF

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2022, by _____ as identification, and who (did) (did not) take an oath.

Notary Public Signature

Printed Name of Notary

Notary Commission Number/Expiration

Init.

**HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
AFFIDAVIT OF NON-COLLUSION**

STATE OF FLORIDA

COUNTY OF Pinellas

I, Trevor Sca, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a President (officer or principal) in the firm of Windward Building Group, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 9th day of December, 2022.



Signature by authorized representative of Proposer

STATE OF FLORIDA

COUNTY OF Pinellas

Sworn to (or affirmed) and subscribed before me this 9th day of December, 2022, by Trevor Sca, of the Windward Building Group who is personally known to me or who has produced as identification and who did (did not) take an oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)



Init.

Additions and Deletions Report for

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PAGE 1

Hilltop Point Amenity Center

...

Hilltop Point Community Development District

...

(Name, legal status and address) Sharpe Design Studios, LLC, 12100 Race Tract Road, Tampa, Florida, 33626,
including all design and engineering subconsultants and employees of Architect performing services on the project.
Architect's representatives are: Diego Duran and Penney Taylor.

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...

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

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all: performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Should there be any conflict between any of the terms and provisions of the Contract Documents which cannot be reconciled, then the following priority shall prevail: (a) this Contract; (b) Addenda, Change Orders or Modifications; (c) Drawings and Specifications; (d) Contractor's Proposal. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

~~The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.~~ Work means all of those personnel, tasks, services, labor, supervision, facilities, structures, materials, equipment, supplies, transportation and all other tangible things required to be undertaken, produced, delivered, constructed, installed or furnished by Contractor or any of its Subcontractors as specified or reasonably inferable from the Contract Documents to achieve Final Completion, and shall include items, services and tasks incidental or preliminary thereto, including procurement of any necessary permits, licenses, or agreements, or other matters related to the Work not otherwise furnished by the District.

...

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and ~~diagrams~~ diagrams, attached hereto as **Exhibit A**.

...

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related ~~services~~ services, attached hereto as **Exhibit A**.

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§ 1.1.9 Developer

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User Notes:

(2003646277)

The Developer is the developer and/or project owner of the land within the District, and any corporation, partnership, joint venture, limited partnership, limited liability entity, or other legal entity, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Developer.

§ 1.1.10 District

The District is the Hilltop Point Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes.

§ 1.1.11 Indemnified Parties.

The Indemnified Parties mean the District, the Developer, the Architect, and all of the officers, directors, partners, members, employees, agents, representatives, subsidiaries and affiliates of each such party.

§ 1.1.12 Request for Proposals.

The Request for Proposals is any requests made by the District for submission of bid proposals for the Work, and all documents included with the Request for Proposals.

§ 1.1.13 Legal Requirements. The Legal Requirements are all applicable local, state and federal laws, ordinances, rules, regulations, codes and orders.

§ 1.1.14 Third Party Claims.

Third Party Claims are any and all direct or indirect claims, demands, allegations, liens, actions, causes of action, suits, obligations, injuries, rights of recovery for any relief or damages, debts, accounts, costs, taxes, assessments, interest, fines, penalties, losses, liabilities, judgments, awards, and expenses (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense) of any kind or nature relating to or arising out of the Work to the extent made or asserted by any person or entity other than the District or Contractor and their respective agents and employees.

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§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

...

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

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

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

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

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

...

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

...

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

...

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

...

~~§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local~~ Contractor has satisfied itself and verified, by its own independent investigation and study, (i) all conditions affecting the Site, the Work to be done and materials to be furnished; (ii) the meaning,

intention and sufficiency of the drawings and Specifications; and (iii) the conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents done; and has executed the Contract Documents based solely on such investigation, study and determination made by it.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the ~~site~~ Site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly ~~report~~ provide written notice to the Architect and Owner of any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. After receipt of any such notice from Contractor, Owner and Architect will consult, and Architect or Owner will issue instructions on how to proceed with the Work. If Contractor proceeds with the Work with knowledge of any ambiguities, errors or inconsistencies in the Contract Documents but without approved instructions from the Architect and Owner, Contractor shall correct, at its sole expense, any resulting damage or defects in the Work. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new ~~unless the Contract Documents require or permit otherwise.~~ The Contractor further warrants that the Work will strictly conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit to comply strictly with all Legal Requirements, and will be free from defects Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If ~~required by the Architect, requested by the Owner or the Architect within one (1) year after the date of Final Completion,~~ the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within one (1) year after the Final Completion of the Work, any of the Work is found not to comply with the requirements of the Contract Documents, then Contractor shall correct such noncompliant portion of the Work at its expense promptly after receiving written notice from District requesting such correction. The provisions of this Subsection 3.5.1 shall survive approval of the Work under this Contract. Contractor's warranty in this Subsection 3.5.1 is in addition to, and does not limit in any way District's Claims for latent/patent defects or Claims for warranties set forth by Legal Requirements, or any implied warranties recognized by applicable statutory or common law.

§ 3.5.2 Contractor shall faithfully and fully perform the terms of this Contract, and shall complete the Work in an expeditious and economical manner, consistent with the workmanship and sound business practices of a construction firm experienced in performing work similar to the Work in the general geographic region in which the Site is located, free and clear of all liens, Claims and Third Party Claims. Contractor shall, at all times during the progress of the Work, employ sufficient skilled workers and have on hand and maintain an adequate supply of materials and equipment to complete the Work in accordance with the time schedule. Contractor shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance

of the Work. Contractor shall, at its expense, give all necessary notices. Owner, Architect and any governmental or other appropriate authorities and their respective representative, at all times, shall have access to the Work for any lawful purpose, including inspection.

§ 3.5.3 Contractor has satisfied itself and verified, by its own independent investigation and study, (i) all conditions affecting the Site, the Work to be done and materials to be furnished; (ii) the meaning, intention and sufficiency of the drawings and Specifications; and (iii) the conditions under which the Work is to be done; and has executed the Contract Documents based solely on such investigation, study and determination made by it.

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

§ 3.5.4 All material, equipment, and warranties and guaranties for the Work received by Contractor or required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4. If any warranties or guaranties are not by their terms assignable, Contractor agrees to initiate claims and enforce such warranties in accordance with their terms for the benefit of the Owner, upon demand.

§3.5.5 Contractor agrees to look solely to the assets of the District for the enforcement of any Claim arising hereunder or related to the Contract.

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§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders (including licensing requirements) of public authorities applicable to performance of the Work, and with all deed restrictions and covenants applicable to the Site.

...

§ 3.7.4 Neither the Contractor nor any of its employees or agents shall unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractor shall include the foregoing non-discrimination compliance provision in all written contracts and subcontracts to perform work or provide services under or pursuant to the Contract.

Contractor has reviewed all existing conditions and limitations affecting the Work, including, without limitation, all property lines, utility locations, existing improvements, elevations, and Site and local conditions applicable to the Work. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than ~~14~~ three (3) business days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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§ 3.10.4 Contractor shall be responsible for obtaining all necessary permits and other governmental approvals, and any delay in obtaining such permits and approvals will not serve to extend the Contract Time unless such delay is specifically shown to be outside Contractor's control.

§ 3.10.5 Final Completion of the Work shall occur not later than thirty (30) days after Substantial Completion, subject to adjustments as provided in the Contract Documents. Time is of the essence with respect to the Contract Documents and all of Contractor's obligations thereunder.

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

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

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

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

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§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site, furnish equipment, materials, or labor for the Work, and such Subcontractor's sub-subcontractors and materialmen of every tier. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

...

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

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

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

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

§ 5.2.1 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment. Any Subcontractor or individual laborer whom the Owner or Architect believes in good faith not to be qualified to pursue the Work or whom the Owner does not wish to be engaged in the Work shall be excluded from the Work, and shall be replaced with a Subcontractor or laborer approved by Owner and Architect. Upon submittal of the Final Application for Payment, in accordance with §9.10.1, the Contractor shall provide to the Owner and the Architect a final written list of all Subcontractors, materialmen and equipment providers for each portion of the Work.

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

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

~~ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS~~

ARTICLE 6 CONSTRUCTION BY OWNER OR DEVELOPER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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

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

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

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

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

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§ 8.1.1 ~~Unless otherwise provided,~~ Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion ~~of the Work and Final Completion (as applicable) in the Contract Documents.~~

~~§ 8.1.2~~ The date of commencement of the Work is ~~the date established in the Agreement~~ within thirty (30) days of receipt of all governmental approvals necessary to complete the project.

...

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

...

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

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~~§ 9.3.1~~ At least ~~ten~~ thirty (30) days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. Owner an itemized Application for Payment, filled out and signed by the Contractor covering the Work completed as of the date of such Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. Each Application for Payment shall be accompanied by all of the following:

- A certificate of payment substantially in the form set forth in **Exhibit B**, issued by the Architect substantiating the percentages and values of the portion of the Work completed and stating that such portion of the Work has been completed in substantial conformance with the Contract Documents;
- A conditional lien release for the payment requested from the Contractor and all of its Subcontractors in a form approved by the Owner which complies with the current version of all Legal Requirements for Florida;
- An unconditional lien release from Contractor and its Subcontractors for prior progress payments, together with invoices for such payments marked "paid in full" for the portion of the Work previously paid under the immediately prior Application of Payment, in a form approved by the Owner which complies with the current version of all Legal Requirements for Florida; and
- A current progress schedule, revised to indicate the portion of the Work executed during the previous payment period, all progress delays occurring during such period, any corrective actions taken to address the same, any anticipated delays or difficulties in performing the Work, and the actual cost of all Work completed during the payment period, describing such costs on a line item basis and including Contractor's estimate of the percentage of completion of each line item with reference to the then-current Owner-approved schedule of values; and

Such other documents and information in form, scope and substance as Owner may reasonably require. § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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

~~§ 9.3.2~~ Unless otherwise provided in the Contract Documents, payments Payments shall be made on account of materials and equipment delivered and suitably stored at the site Site for subsequent incorporation in the Work. If

approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the ~~site~~ Site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the ~~site~~, Site, for such materials and equipment stored off the ~~site~~, Site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment the submitted information is accurate and complete, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the ~~Work~~, Work, and that there are no stop notices or verified complaints pursuant to Subsection 255.07(3)(a), *Florida Statutes*, outstanding as of the date of the submission.

§ 9.4 Certificates for Payment and District Engineer Review and Approval

§ 9.4.1 The Architect will, within seven (7) days after receipt of the Contractor's Application for Payment, ~~for Payment (except for the Certificate of Payment to be executed by the Architect)~~, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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§ 9.6.1 ~~After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Within twenty (20) days after presentation of an Application for Payment with Architect's Certification for Payment, the amount recommended will (subject to the provisions of the Contract Documents) AND subject to District Engineer's review to determine that the Work is consistent with the District's Capital Improvement Project and applicable Legal Requirements, including Chapter 190, Florida Statutes) be presented to the Owner's Board of Supervisors for approval. Upon approval, the payment shall be made to the Contractor within five (5) days.~~

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven (7) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

§ 9.7 Failure of Payment

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

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents ~~so that the Owner can occupy or utilize the Work for its intended use.~~ Documents, as certified by the Architect, subject to certain minor punch list items and/or adjustments required to be made by Contractor, and provided that Contractor has obtained and delivered to District all permits and other consents from all governmental authorities, if any, that are required with respect to District's occupancy and use of the Work.

...

§ 9.8.3 ~~Upon receipt of the Contractor's list,~~ Within a reasonable time thereafter, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. ~~If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Architect does not consider the Work Substantially Complete, the Architect or Owner will notify Contractor in writing giving the reasons therefor.~~ The Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion. There shall be attached to the Certificate a tentative list of items to be completed or corrected before final payment, sometimes referred to as a "punch list".

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

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§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, ~~and a final written list in accordance with §5.2.1 of the Subcontractors, materialmen and equipment providers for each portion of the Work,~~ the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) ~~an affidavit satisfactory~~ evidence that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required

by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. (6) an unconditional release of lien and waiver on final payment for Contractor and all of its Subcontractors in a form approved by the Owner which complies with the current version of all Legal Requirements; (7) all punch list items have been completed by Contractor and approved by Architect and Owner; (8) a certificate of occupancy or permit sign-off has been issued by the appropriate governmental authorities for the Work.; If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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~~§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~
~~.1 — liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~
~~.2 — failure of the Work to comply with the requirements of the Contract Documents;~~
~~.3 — terms of special warranties required by the Contract Documents; or~~
~~.4 — audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~

...

~~§ 10.2.1 The Contractor shall, until final approval of the Work by the Owner, take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to~~

...

- ~~.2~~ the Work and materials and equipment to be incorporated therein, whether in storage on or off the ~~site,~~
~~Site,~~ under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

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~~§ 10.2.8 Contractor shall have custody of, and be responsible for the care and maintenance of the partially completed Work and the finished Work until final approval by Owner. Contractor shall repair or replace at its own expense any damage to the Work due to any cause, and shall do such remedial work as may be necessary to maintain the Work in property condition until all parts of the Work have been completed in accordance with the Contract Documents and delivered undamaged to Owner and approved by the Architect.~~

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ five (5) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

...

~~§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written~~

agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

...

ARTICLE 11 INSURANCE AND BONDS AND INDEMNIFICATION

§ 11.1 Contractor's Insurance ~~and Bonds~~

§ 11.1.1 Contractor shall, at Contractor's sole cost and expense, procure and maintain in full force and effect at least the following insurance coverages during the term of this Contract and, as provided herein, thereafter:

(i) Workers' compensation insurance (statutory limits complying with the laws of the state in which the Site is located during performance by Contractor pursuant to this Contract), and employer's liability insurance with limits not less than \$1,000,000 bodily injury by accident (i.e., each accident), \$1,000,000 bodily injury by disease (policy limit), and \$1,000,000 bodily injury by disease (each employee). Worker's compensation coverage shall include a waiver of subrogation against Owner if permitted by the Legal Requirements;

(ii) Commercial general liability ("CGL") insurance written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), including premises-operations coverage (including explosion, collapse and underground coverage) and products-completed operations coverage, with limits of liability of not less than \$1,000,000 per occurrence, \$1,000,000 personal and advertising injury, \$2,000,000 general aggregate limit, and \$2,000,000 products-completed operations aggregate limit, or limits carried, whichever are greater. The CGL policy or policies shall provide, without limitation, severability of interests (full separation of insureds), contractual liability coverage (including, without limitation, coverage to the maximum extent possible for the indemnification contained in this Contract), broad form property damage coverage (including completed operations);

(iii) Commercial automobile liability insurance, including, without limitation, liability arising out of all owned, non-owned, leased and hired automobiles, trucks and trailers, or

semi-trailers, including, without limitation, any machinery or apparatus attached thereto, with limits not less than \$1,000,000 each accident. The commercial automobile liability insurance shall be written on the most recent edition of ISO form CA 00 01 or equivalent approved by Owner, and shall include, without limitation, contractual liability coverage; and

(iv) Contractor also shall maintain umbrella and/or excess liability insurance coverage, written on an occurrence policy form ("modified occurrence" and claims made forms are not acceptable), with limits of liability not less than \$5,000,000 per occurrence/annual aggregate in excess of the limits of the policies required in (i), (ii) and (iii), above.

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

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

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

~~§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~

§ 11.2 Owner's Insurance

§11.1.2

(i) No deductible or self-insured retention shall exceed \$50,000 per occurrence for the coverages required in Subsections 11.1.1 (i), (ii), (iii) and (iv), above. Contractor may seek written approval by Owner of a deductible or self-insured retention exceeding \$50,000 per occurrence, which Owner may (but is not obligated to) grant in its sole and absolute discretion.

(ii) Owner, the Indemnified Parties and such other persons and entities as may from time to time be designated by Owner in writing, shall be named as additional insureds under the CGL policy (including completed operations coverage), commercial automobile liability and Umbrella and/or Excess policies required above, by issuance of both ISO Form CG 20 10 10 01 and CG 20 37 10 01 additional insured endorsements, or equivalents approved by District.

(iii) The policies required in Subsection 11.1.1 (i), (ii), (iii) and (iv), above, shall be primary insurance for Contractor and the Owner, the Indemnified Parties and such other persons and entities as may from time to time be designated by Owner. Such policies shall contain a clause stating: "It is further agreed that such insurance as is afforded by this policy for the benefit of the additional insureds shall be primary insurance, and any insurance maintained by or available to the additional insureds shall be excess and noncontributory with the insurance provided hereunder." The coverage provided to the additional insureds must be at least as broad as that provided to Contractor and may not contain any exclusionary language or limitations applicable to the additional insureds.

(iv) Contractor agrees to maintain the insurance required in Subsection 11.1.1 (i), (ii), (iii) and (iv), above, continuously in effect during the term of this Contract and agrees to maintain the insurance required in Subsection 11.1.1 (ii) and (iv), above, and the additional insured status, as required in this Subsection 11.1.2 (ii), until statutes of limitations bar any and all Claims in connection with or arising out of the Contract Documents or the Work or Contractor's failure to perform any provision of this Contract.

§11.1.3 Prior to commencing the Work, Contractor shall deliver to District the required endorsements and waivers of subrogation referred to in this Section 11.1, as well as certificates of insurance evidencing the coverages referred to in this Section 11.1. Promptly upon District's request, Contractor shall deliver to Owner a copy of any and all of the insurance policies and other insurance documents required by this Section 11.1. In the case of policies expiring while Work is in progress, a renewal certificate with all applicable endorsements must be received at the business office of Owner prior to the expiration of the existing policy or policies.

§11.1.4 Permitting Contractor to start Work, continue Work, or releasing any progress payment prior to compliance with these requirements shall not constitute a waiver thereof. If at any time Contractor's insurance fails to meet the requirements stated herein, all payments may be withheld by Owner until the deficiency has been resolved and Owner shall have the right to declare Contractor in default hereunder, in addition to all other rights available to Owner.

§11.1.5 Each certificate and endorsement must be executed by an authorized agent of the respective insurers. All certificates of insurance must, and the policies shall be endorsed to, provide Owner with not less than thirty (30) days advance written notice of cancellation, intent to non-renew, or adverse material change in or reduction of coverage. Contractor shall, immediately upon receipt, provide Owner with a copy of any notice of cancellation, intent to non-renew, adverse material change in or reduction of coverage or rescission. The "endeavor to" and "failure to mail such notice shall impose no obligation or liability of any kind upon the Owner, its agents or representatives" wording from the cancellation provision of all said certificates will be lined through and initialed by an authorized agent of each insurer.

§11.1.6 All insurance referred to in this Section 11.1 to be carried by Contractor shall be with insurance carriers qualified to do business in the state(s) in which the Work is performed and having a rating of not less than A:VIII from A.M. Best & Co., unless District, in writing, in its sole and absolute discretion, approves a lower Best's rating.

§11.1.7 In the event Contractor fails to secure or maintain any policy of insurance required hereby, Owner in its sole discretion and election, may (i) secure such policy of insurance in the name of and for the account of Contractor and in such event, Contractor shall reimburse Owner promptly upon demand for the cost thereof; or (ii) terminate the Contract Documents, and Owner shall retain all remedies hereunder. Owner shall have the right to offset the costs of any such insurance, including but not limited to premiums, against any sums payable to Contractor under this Contract.

§11.1.8 None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Contractor under the Contract Documents or at law, including, without limitation, Contractor's indemnification obligations and liability in excess of the limits of the coverages required herein. Neither receipt of certificates showing less or different coverage than requested, nor any other forbearance or omission by Owner shall be deemed a waiver of, or estoppel to assert, any right or obligation regarding the insurance requirements herein. Subject to Subsection 11.1.2, Contractor shall be solely responsible to pay any loss amount that lies within the deductible(s) or self-insured retention(s) of Contractor's policies, up to the maximum amount of the deductible(s) or self-insured retention(s).

§11.1.9 Any insurance policies required of or maintained by Contractor pursuant to Subsection 11.1.1(ii) and (iv), above, may not contain any exclusion applicable to liabilities arising from subsidence, earth movement, condominiums, townhomes, multi-unit, multi-family and/or attached projects, residential construction, or any other type of Work to which the Contract Documents apply.

§11.1.10 If Contractor is out of business or otherwise unavailable at the time a claim, liability, demand or suit is asserted or made, directly or indirectly arising out of or relating to the Work or this Contract, to the fullest extent permitted by law, Contractor hereby assigns to Owner each and every and all of its rights under any and all of Contractor's potentially applicable policies of insurance.

§11.1.11 Contractor shall require all of its Subcontractors and suppliers of every tier to procure and maintain all of the same types of insurance coverages which are required of Contractor under this Contract (except as otherwise provided in this Section 11.1), and to furnish Owner, upon request, with certificates of insurance and endorsements complying with the requirements of this Section 11.1.

§11.1.12 With respect to any insurance Contractor is required to maintain pursuant to this Contract, or does maintain, for the Work and/or the Site, including, without limitation, that set forth herein, Contractor warrants that Contractor has the right to waive any and all rights of subrogation which Contractor's insurance carriers might have or claim against District, its lender(s) and/or the Indemnified Parties, arising out of the Work and/or the Site. Contractor hereby waives to the fullest extent legally permitted all such present and future rights of subrogation and agrees to hold harmless, defend and indemnify Owner, and the Indemnified Parties from all such subrogation claims. Contractor shall require such waivers from its Subcontractors and suppliers. Contractor and its Subcontractors' and suppliers' policies shall provide such waivers by endorsement. A waiver of subrogation shall be effective as to a person or entity even if that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium and whether or not the person or entity had an insurable interest in the property damaged or person injured.

§11.1.13 To the extent requested by Owner, Contractor shall provide builder's risk insurance, with limits sufficient to cover one hundred percent (100%) of the full replacement cost of the covered property, without any co-insurance requirements or penalties. Such insurance shall be on the broadest available special causes of loss (all-risk) policy form (ALS 67 or equivalent reasonably approved by Owner) (completed value form), including flood and earthquake. The policy shall insure the interests of Owner, Contractor, and Subcontractors and suppliers of every tier, as their interests may appear. The policy shall cover all materials related to the Work, whether located on-site, located off-site or in-transit. The certificate of insurance for such builder's risk insurance shall reflect the requirements of this Subsection 11.1.13.

If builder's risk insurance is provided, any insured loss or claim of loss shall be adjusted by the Owner, and any settlement payments shall be made payable to the Owner, subject to the requirements of any applicable mortgage clause, and monies so received will be held by Owner who shall make distribution in accordance with an agreement to be reached in such event between Owner and Contractor. If the parties are unable to agree between themselves on the settlement of the loss, such dispute shall be submitted to a court of competent jurisdiction to determine ownership of the disputed amounts but Work shall nevertheless progress during any such period of dispute without prejudice to the rights of any party to the dispute. The Contractor shall be responsible for any loss within the deductible amount of the policy. Such builder's risk insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by Owner, until final payment has been made hereunder or until no person or entity other than Owner has an insurable interest in the property required by this insurance provision to be covered, whichever is later.

§ 11.2 BONDS.

The Contractor shall obtain and furnish to Owner, at Owner's expense, and maintain in effect throughout its performance under the Contract Documents, performance and payment bonds naming the Owner as obligee in a form approved by the Owner (without any Contractor mark-up), issued by a surety authorized to do business in the State of Florida, in an amount equal to the Contract Price. No notice of Change Order need be given to the surety. Contractor also shall supply evidence satisfactory to the Owner that the party issuing the bonds has the authority to bind the issuing surety. All bonds required for the Work shall be issued by a surety rated A or better by Best's rating or equivalent.

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Upon the request of Owner, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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

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

§ 11.3 Waivers of Subrogation

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

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

11.3 INDEMNIFICATION.

TO THE FULLEST EXTENT PERMITTED BY LEGAL REQUIREMENTS, CONTRACTOR SHALL INDEMNIFY AND DEFEND THE INDEMNIFIED PARTIES (WITH COUNSEL SATISFACTORY TO DISTRICT) AND HOLD THEM HARMLESS FROM ALL CLAIMS OF EVERY KIND AND NATURE, INCLUDING ATTORNEYS' FEES, ARISING OUT OF INJURY TO, OR DEATH OF, PERSONS (INCLUDING CONTRACTOR'S AND ANY SUBCONTRACTOR'S EMPLOYEES), AND DAMAGE TO ANY AND ALL PROPERTY, INCLUDING LOSS OF USE THEREOF, OCCURRING INCIDENT TO OR RESULTING WHOLLY OR IN PART FROM, DIRECTLY OR INDIRECTLY, ANY NEGLIGENT OR WILLFUL ACT OR OMISSION BY CONTRACTOR IN CONNECTION WITH OR ARISING OUT OF THE CONTRACT DOCUMENTS OR THE PERFORMANCE BY CONTRACTOR OF THE WORK OR CONTRACTOR'S FAILURE TO PERFORM ANY PROVISION OF THE CONTRACT DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THE USE OF ANY EMPLOYEES OF THE INDEMNIFIED

PARTIES, THE INDEMNIFIED PARTIES' TOOLS OR UTILITIES. FURTHER, TO THE EXTENT THAT SUCH IS NOT CONTRARY TO LAW OR PUBLIC POLICY, CONTRACTOR SHALL INDEMNIFY THE INDEMNIFIED PARTIES AGAINST SUCH CLAIMS, WHETHER OR NOT RESULTING FROM OR CONTRIBUTED TO BY THE JOINT OR CONTRIBUTORY NEGLIGENCE OF THE INDEMNIFIED PARTIES, OR THOSE ACTING FOR OR ON BEHALF OF THE INDEMNIFIED PARTIES, OR ANY DEFECT IN, OR CONDITION OF THE SITE WHEREIN THE WORK IS PERFORMED, OR ANY MATERIALS FURNISHED BY OR ON BEHALF OF THE INDEMNIFIED PARTIES; PROVIDED, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE INDEMNIFIED PARTIES' SOLE AND/OR GROSS NEGLIGENCE, OR WILLFUL OR INTENTIONAL MISCONDUCT. THE INDEMNIFICATION OBLIGATION OF CONTRACTOR UNDER THIS PARAGRAPH 15 SHALL INCLUDE DAMAGE WRONGFULLY CAUSED BY CONTRACTOR TO THE WORK OR PROPERTY OF AN INDEMNIFIED PARTY, WHICH CONTRACTOR SHALL PROMPTLY REMEDY, AND DAMAGE WRONGFULLY CAUSED BY CONTRACTOR TO A SEPARATE CONTRACTOR OR PROPERTY OF ANY SEPARATE CONTRACTOR, WHICH CONTRACTOR SHALL PROMPTLY ATTEMPT TO SETTLE. NOTHING IN THIS PARAGRAPH 15 SHALL LIMIT THE OBLIGATIONS OF ANY INSURER UNDER THE TERMS OF ANY INSURANCE POLICY PROCURED OR MAINTAINED PURSUANT TO THE CONTRACT DOCUMENTS. CONTRACTOR AGREES THAT NOTHING HEREIN SHALL CONSTITUTE OR BE CONSTRUED AS A WAIVER OF THE OWNER'S SOVEREIGN IMMUNITY PURSUANT TO SECTION 768.28, FLORIDA STATUTES.

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

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

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

...

The Contract shall be ~~governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the enforceable under, and interpreted in accordance with the laws of the State of Florida.~~ Contractor hereby agrees that personal jurisdiction and venue for any Dispute arising under the Contract Documents shall only be in the judicial circuit where the Project is located. The parties have selected arbitration as the method of binding dispute resolution, and the Federal Arbitration Act shall govern Section 15.4. Section 15.3

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

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§ 13.4.7 Entire Agreement; Amendment.41. ENTIRE AGREEMENT; AMENDMENT

The Contract Documents set forth all agreements between Owner and Contractor relative to the Work, and all prior negotiations or agreements are merged in the Contract Documents. No modification hereof or subsequent agreement relative to the subject matter of the Contract Documents shall be binding unless in writing and signed by both parties to the Contract Documents. Any communication, invoice, cover transmittal/letter, lien release, etc., including but not limited to any shipment received by Owner from Contractor shall be deemed to be only upon the terms and conditions contained herein regardless of any contrary or additional provisions contained in any acknowledgment, invoice or other form of Contractor and notwithstanding Owner's act of accepting or paying for any such shipment or similar act of Owner.

§ 13.5 Interest

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

§13.4.8 Headings.42. HEADINGS

The headings used in this Contract are for convenience only and are not to be construed as part of this Contract.

§13.4.9 No Third Party Beneficiaries.44. NO THIRD PARTY BENEFICIARIES

The Contract Documents shall not create any rights in third parties under the Contract Documents and no provisions of the Contract Documents shall be construed as creating any obligations for the benefit of, or rights in favor of, any person or entity other than the parties hereto. Without limiting the foregoing, Owner shall have no obligation to pay or to see to the payment of any monies due to any of Contractor's Subcontractors of any tier or to any other party except as may be required by Legal Requirements.

§ 13.4.10 Survival of Provisions.45. SURVIVAL

The insurance requirements, representations and warranties by Contractor, and the indemnities in this Contract, shall survive the completion/approval of any Work performed hereunder by Contractor and the termination of this Contract.

§ 13.4.11 Exhibits.47. EXHIBITS

All exhibits to which reference is made in this Contract are deemed to be incorporated herein by each reference as if fully set forth.

§ 13.4.12 Interpretation.48. INTERPRETATION

The parties hereto agree that the drafting of provisions of the Contract Documents by either party shall not create a presumption, construction, or interpretation favoring the position of either party in interpreting the Contract Documents. Further, the parties agree that any deletion of language from the Contract Documents shall not be construed to have any particular meaning or to raise any presumption, construction or implication, including without limitation, any implication that the parties intended thereby to state the opposite of the deleted language.

§ 13.4.13 Set-off.49. SETOFF

Notwithstanding any provision hereof to the contrary, Owner shall have the right to receive any credits or damages to which it is entitled and to exercise any right of offset, setoff or counterclaim relating to Contractor's obligations under this Contract to the extent allowed by applicable law (collectively, the "Owner's Offset Rights"). So long as Owner in good faith exercises the Owner's Offset Rights, any failure of Owner to remit all or any portion of any payment due under this Contract to Contractor shall not be deemed to constitute a default or breach under this Contract.

§ 13.4.14 Signing Authority.50. SIGNING AUTHORITY

Each individual executing this Contract on behalf of a legal entity represents and warrants that he or she is duly authorized to execute and deliver this Contract and that this Contract is binding on such legal entity in accordance with its terms.

§ 13.4.15 Public Records. The Contractor agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are incorporated herein. Among other requirements, Contractor must:

- a. Keep and maintain public records required by the Owner to perform the service.
- b. Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner.
- d. Upon completion of this Agreement, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE

CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, AT (813) 873-7300, OR BY EMAIL AT [REDACTED], OR BY REGULAR MAIL AT 2005 PAN AM CIRCLE, SUITE 300, TAMPA, FLORIDA 33607 .

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

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Owner upon request. In the event that the Owner has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the Owner shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the Owner. Further, absent such notification from the Owner, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

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

§13.4.17. Sworn Statement on Public Entity Crimes and Affidavit of Non-Collusion. At the time of execution of this Agreement, Contractor shall complete and provide the executed Sworn Statement on Public Entity Crimes, and the Affidavit of Non-Collusion which are attached to this Agreement as Composite Exhibit C.

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

- 1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- 3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2; this Contract and recover from the District for payment for the portion of the Work executed, including Contractor's overhead and profit attributable to such portion and for proven loss with respect to materials, tools and construction equipment and machinery, if District fails to make a payment required hereunder for a period of thirty (30) days from the due date in Article 9 without providing the explanation for withholding the payment in accordance with Article 9. Contractor, after seven (7) days written notice to Owner, without prejudice or any other right or remedy Contractor may have, provided Owner has not cured such default within said seven (7) day period, may terminate the Contract.

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User Notes:

(200364277)

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

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor is in "default" under this Contract. "Default" shall occur if the Contractor, after seven (7) days written notice:

- ~~1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;~~
- ~~1. fails to carry out the Work in accordance with the Contract Documents;~~
- ~~2. fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;~~
- ~~3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or proper and timely payment to Subcontractors or suppliers for materials or labor;~~
3. comply with the progress schedule;
4. replace rejected material promptly or correct rejected workmanship as providing in the Contract Documents;
5. observe any terms, provisions, conditions, covenants and agreements in the Contract Documents.
- ~~6. becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors;~~
7. Contractor files or has filed against it a petition under any chapter or section of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or shall be adjudged bankrupt or insolvent in any legal proceeding;
- ~~4. otherwise is guilty of substantial breach of a provision of the Contract Documents.~~
8. A receiver or trustee is appointed for all or a significant portion of the assets of the Contractor; or
9. Contractor actually or constructively abandons, or puts Owner on actual or constructive notice that it intends to abandon the Work.

~~§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven (7) days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:~~

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~~§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement. Owner's only liability will be to pay the Contractor for (i) Work properly performed and approved by the Architect and the Owner, based on the schedules and tables, and any unit prices, lump sums enumerated in Contractor's Proposal and the Contract Documents; (ii) all expenditures made and costs incurred by Contractor for materials ordered by Contractor for the Work prior to the date of termination and not incorporated into the Work, provided such materials conform to the Contract Documents, and for labor performed on any such materials prior to the date of termination; and (iii) Ten Percent (10%) of the foregoing costs under (i) and (ii) to cover the Contractor's overhead expenses.~~
Contractor shall transfer and assign to Owner in accordance with Owner's instructions, all materials, supplies, Work in

process, and other things for which Contractor is entitled to receive reimbursement. Upon performance of the obligations of the respective parties under this Subsection 14.4.3, all obligations of the respective parties under this Contract shall be discharged except such obligations as by their terms, express or implied, contemplate continued obligations after approval of the Work.

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A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the ~~Contract~~. Contract, including any and all direct or indirect claims, allegations, demands, liens, actions, causes of action, suits, obligations, injuries, rights of recovery for any relief or damages, debts, accounts, costs, taxes, assessments, interest, fines, penalties, losses, liabilities, judgments, awards, and expenses (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense) of any kind or nature relating to or arising out of the Work to the extent made or asserted by Owner or Contractor against the other party hereto or arising out of the rights and obligations of either party under this Contract.. The responsibility to substantiate Claims shall rest with the party making the Claim. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~

...

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

...

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

...

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

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§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and ~~had an adverse effect on the scheduled construction.~~ such weather conditions cause Architect to determine that, despite the exercise of due diligence and best efforts of the Contractor to avoid or overcome the same, continued performance of the Work would be perilous to personnel, equipment or the Work.

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

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

- ~~1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

- ~~2~~—damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten (10) days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

...

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten ~~days~~ (10) days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

...

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

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§ 15.3 Mediation and Arbitration.

(a) Following the Initial Decision, Owner and Contractor shall submit all Claims, disputes and other matters in question arising out of or relating to the Contract Documents or the actual or alleged breach thereof (collectively, "Dispute") to non-binding mediation before a neutral third party mediator, unless participating in the mediation would cause the dispute to be barred by the passing of any applicable statute of limitations or barred by any Legal Requirements. Unless the parties mutually agree otherwise, such mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Such mediation shall include all necessary parties and proceedings by consolidation to resolve the dispute, including, but not limited to, all Subcontractors and Affiliates. If any Dispute has not been resolved within forty five (45) calendar days after submission thereof to mediation, any party may initiate arbitration in accordance with the following Subparagraph.

(b) Except as provided in Subparagraph (c) below, any Disputes which cannot be resolved by the

parties through mediation as provided for above, including but not limited to the validity, interpretation, performance or non-performance of the Contract Documents and the jurisdiction of the arbitrator, shall be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect (the "Rules"). Such arbitration shall take place at a location designated by District in the state in which the Site is located. If the amount in controversy in the Dispute does not exceed One Hundred Thousand Dollars (\$100,000), the arbitration and hearing shall be conducted without any rights to discovery and the parties hereby knowingly waive any rights to discovery in connection with such Dispute. If the amount in controversy is in excess of One Hundred Thousand Dollars (\$100,000), all discovery shall be completed within one hundred twenty (120) days of a demand for arbitration. Subject to the foregoing, discovery may be obtained in accordance with the Rules. Except as set forth in Subparagraph (c) below, no arbitration arising out of or relating to the Contract Documents shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract Documents, except by written consent containing a specific reference to the Contract Documents signed by District and Contractor and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Contract shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statutes of limitations and/or provisions of law relating to timing for stop notices and mechanics' liens. In rendering its decision, the arbitrator shall prepare written findings of fact and conclusions of law. The award rendered by the arbitrator or arbitrators shall be final and binding and not subject to appeal or review. Judgment may be entered upon the arbitrator's decision in accordance with applicable law in any court having jurisdiction thereof. The fees and expenses of the arbitrator shall be paid in the manner allocated by the arbitrator. The arbitration shall be conducted and completed not later than one hundred eighty (180) days from the date of demand for arbitration by a party and the award shall be rendered within thirty (30) days of completion of the arbitration. The arbitrator shall have no authority to award punitive or exemplary damages.

(c) Notwithstanding the foregoing, if Owner is involved in any Dispute, arbitration, judicial reference, litigation or other legal or administrative action with a person or persons other than Contractor, which Owner believes involves or may involve Contractor, then Owner shall have the sole and exclusive right, but not the obligation, to consolidate proceedings in any Dispute, mediation, arbitration, judicial reference, litigation or other legal or administrative action with Contractor into the Dispute, arbitration, litigation or other legal or administrative action between Owner and such other person(s). Contractor hereby consents to such consolidation. Further, if such Dispute resolution procedure provides that the decision of the court, referee or arbitrator will be final, binding and not subject to appeal or review, then Contractor agrees to be so bound by such decision. Contractor also agrees to attend and participate fully at any mediation which District believes involves or may involve Contractor, and to participate equally with other parties in sharing costs of such mediation.

(d) Notwithstanding any provision herein, pending any decision in arbitration, judicial reference, mediation or litigation, Contractor shall continue to perform all obligations under the Contract Documents, unless terminated by District as provided herein.

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

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

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

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

~~§ 15.4 Arbitration~~

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

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

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

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

~~§ 15.4.4 Consolidation or Joinder~~

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

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

§15.4 WAIVER OF JURY TRIAL~~39. WAIVER OF JURY TRIAL~~

TO THE FULLEST EXTENT PERMITTED BY THE LEGAL REQUIREMENTS, DISTRICT AND CONTRACTOR SPECIFICALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS OR STATUTORY CLAIM, COUNTERCLAIM OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THE WORK OR THE CONTRACT DOCUMENTS BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED, OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED, BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE.

EXHIBIT A
Drawings and Specifications

A detailed architectural perspective drawing of a traditional stone building. The structure features a steeply pitched tiled roof and walls constructed from rough-hewn stone. A prominent covered walkway or loggia runs along the side of the building, supported by wooden posts. The drawing illustrates the building's form and its relationship to the surrounding space, including a courtyard area.

[illegible]

ENTRY	215 SF
HALL	260 SF
STORAGE/UTILITY	180 SF
WOMEN'S BATH	179 SF
WOMEN'S BATH	178 SF
VERANDA	1726 SF

SHEET #	SHEET NAME
01	COVER
02	APP. PLAN
03	APP. SECTION
04	FOUNDATION PLAN
05	1ST FLOOR PLAN
06	2ND FLOOR PLAN
07	3RD FLOOR PLAN
08	4TH FLOOR PLAN
09	5TH FLOOR PLAN
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11	7TH FLOOR PLAN
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146	142ND FLOOR PLAN
147	143RD FLOOR PLAN
148	144TH FLOOR

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- **FEC** **BALLETING 2020, 7TH ED.**
- **NEC 2017**
- **NEPA 101**
- **CPREB, 10th Ed., 2004, 7th**

PHYSICAL CHEMISTRY
FOR SUBSTITUTED ANILINES
 BY J. H. KIM AND W. R. RUTY 3006
 ALUMINATE EP 890605, 1A, 12781

ACRYLIC
 SHARP RESIN THERMOCLONIC
 POLYMERIZATION USING A
 POLYMERIZATION UNIT OF 1. SHARP, U.S. 3,268

ELECTRICAL CONSULTANT
 ELECTRICAL CONSULTANT GROUP
 10000 15TH AVE. S.W. JENSEN, U.S. 3,266
 POCHE (CZ) 140480

MECHANICAL CONSULTANT
 ADVANCED TECHNOLOGIES
 10000 15TH AVE. S.W. JENSEN, U.S. 3,265
 POCHE (CZ) 140487

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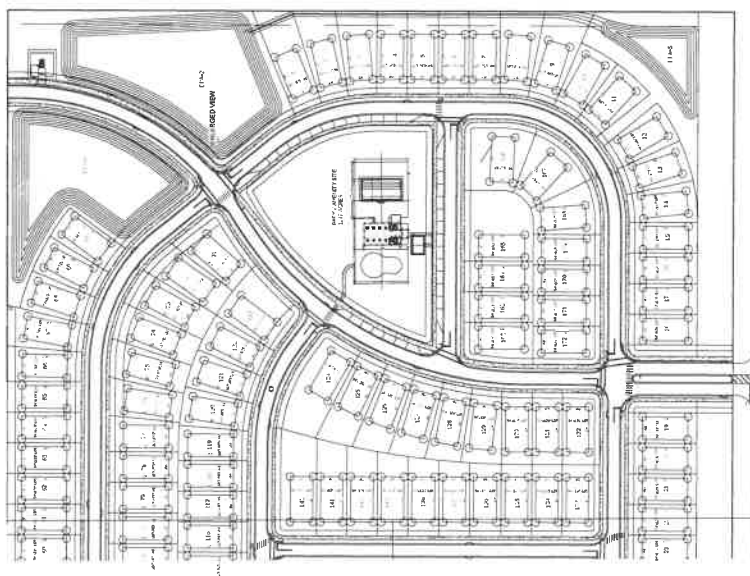
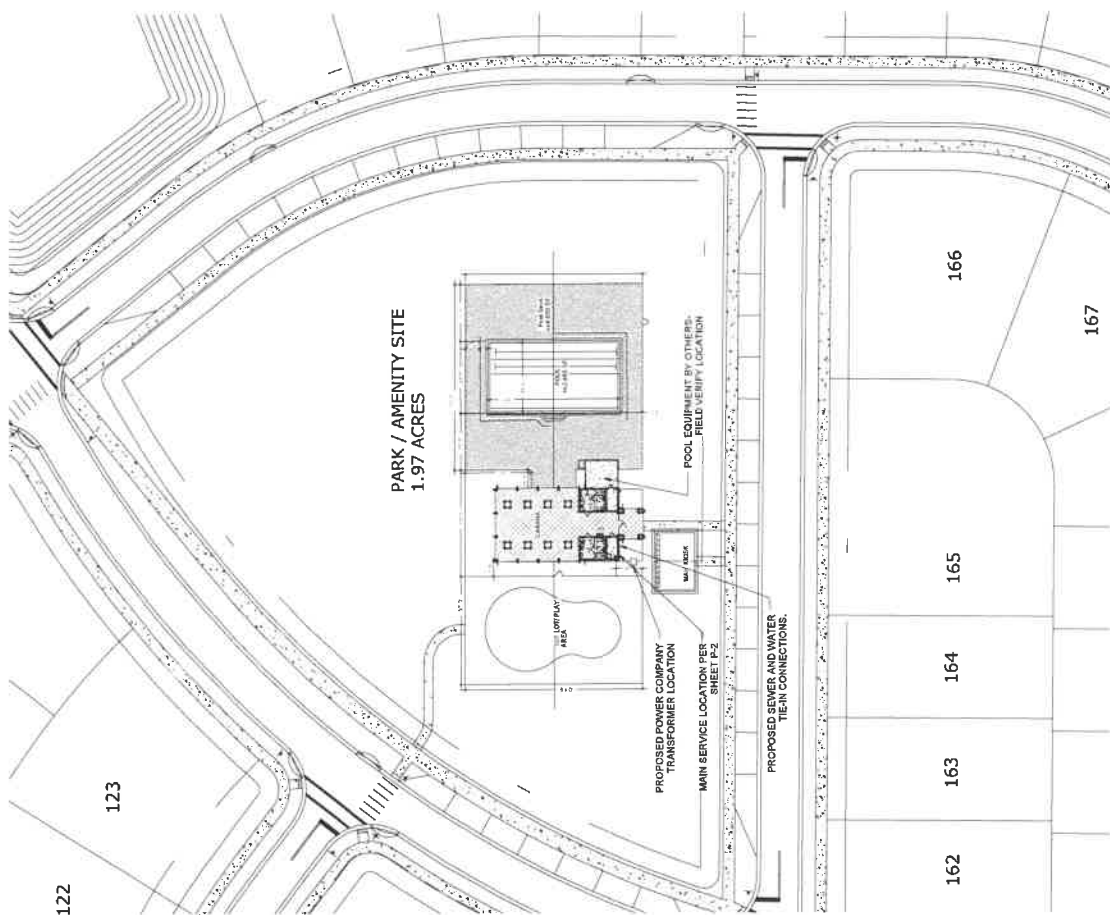
NOTES

Page 1 of 1

 **SHARP
DESIGN STUDIO**
11111 W. PAUL C. BRACE ROAD, SUITE 201
DENVER, CO 80231
TEL: 721.33.0080 FAX: 721.33.0087
WWW.SHARPDENVER.COM

DIEGO H. DURAN, AIA
AR69287

COVER
CS

[illegible]

PROJECT NAME	HILLTOP POINT AMENITY		
PROJECT ADDRESS	PASCO COUNTY, FLORIDA		
DATE	04/15/05	DATE DUE	05/05/22
BID SET	Complete T. MOSEY	DATE OPENED	D. DURAN
DRAWING NO.		REV. NO.	



SHARP
DESIGN STUDIO

19100 PACIFIC BLVD. SUITE 200
OAKLAND, CA 94612-1001
TEL: (415) 771-3844
FAX: (415) 771-3841

THE UNIVERSITY OF CALIFORNIA, BERKELEY, AND THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, HAVE COMBINED THEIR RESOURCES TO FORM A NEW, INDEPENDENT, NON-PROFIT ORGANIZATION, SHARP DESIGN STUDIO. THE UNIVERSITY OF CALIFORNIA, BERKELEY, AND THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, HAVE COMBINED THEIR RESOURCES TO FORM A NEW, INDEPENDENT, NON-PROFIT ORGANIZATION, SHARP DESIGN STUDIO. THE UNIVERSITY OF CALIFORNIA, BERKELEY, AND THE UNIVERSITY OF CALIFORNIA, SAN DIEGO, HAVE COMBINED THEIR RESOURCES TO FORM A NEW, INDEPENDENT, NON-PROFIT ORGANIZATION, SHARP DESIGN STUDIO.

DIEGO H. DURAN, ALA
AR99287



FDS
FLOOR DESIGN STUDIO
1110 S. 10TH AVE., SUITE 200
MIAMI, FL 33130
TEL: 305.371.1111
WWW.FDSDESIGNSTUDIO.COM

HILLTOP POINT AMENITY
PASCO COUNTY, FLORIDA
REVISED: 08-2022
DESIGNED BY: T. J. JENSEN
DRAWN BY: D. DURAN

SHARP DESIGN STUDIO
1110 S. 10TH AVE., SUITE 200
MIAMI, FL 33130
TEL: 305.371.1111
WWW.SHARPDDESIGNSTUDIO.COM

VERTICAL SCALE
FLOOR PLAN, ROOF PLAN
2.1

STRUCTURAL LEGEND

1. CONCRETE
2. REINFORCED CONCRETE
3. PRECAST CONCRETE
4. CMU WALL
5. CMU WALL WITH REINFORCEMENT
6. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH
7. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION
8. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION AND WATERPROOFING
9. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION AND WATERPROOFING AND EXTERIOR FINISH
10. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION AND WATERPROOFING AND EXTERIOR FINISH AND INSULATION

HEADER NOTE

ALL SPACING AND REINFORCEMENT TO BE AS SHOWN.

LVL NOTE

ALL LVL'S TO BE 2" X 10" S4S.

EXTERIOR WALL SHEATHING

1. EXTERIOR WALL SHEATHING TO BE 1/2" CDX-5 SHEATHING.

WALL LEGEND

1. CMU WALL
2. CMU WALL WITH REINFORCEMENT
3. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH
4. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION
5. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION AND WATERPROOFING
6. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION AND WATERPROOFING AND EXTERIOR FINISH
7. CMU WALL WITH REINFORCEMENT AND EXTERIOR FINISH AND INSULATION AND WATERPROOFING AND EXTERIOR FINISH AND INSULATION

ROOF PLAN GENERAL NOTES:

1. ROOF JOIST SPACING SHALL BE 16" O.C. UNLESS OTHERWISE NOTED.

HARDWARE SCHEDULE

1. HINGE
2. LATCH
3. LOCK
4. HANDLE
5. KNOB
6. TURNBUTLE
7. SCREW
8. NAIL
9. BRACKET
10. PLATE

DOWNSPOUT LEGEND

1. DOWNSPOUT
2. DOWNSPOUT WITH GUTTER
3. DOWNSPOUT WITH GUTTER AND DOWNPOUT
4. DOWNSPOUT WITH GUTTER AND DOWNPOUT AND DOWNPOUT

DOOR SCHEDULE

1. DOOR
2. DOOR WITH GLASS
3. DOOR WITH GLASS AND GLASS BLOCK
4. DOOR WITH GLASS AND GLASS BLOCK AND GLASS BLOCK

WINDOW SCHEDULE

1. WINDOW
2. WINDOW WITH GLASS
3. WINDOW WITH GLASS AND GLASS BLOCK
4. WINDOW WITH GLASS AND GLASS BLOCK AND GLASS BLOCK

ROOM FINISH SCHEDULE

1. FLOOR
2. WALL
3. CEILING
4. DOOR
5. WINDOW
6. CLOSET
7. BATH
8. KITCHEN
9. LIVING
10. DINING
11. BEDROOM
12. HALL
13. ENTRY
14. PORCH
15. PATIO
16. TERRACE
17. BALCONY
18. STAIR
19. ELEVATOR
20. MECHANICAL

DOOR SCHEDULE

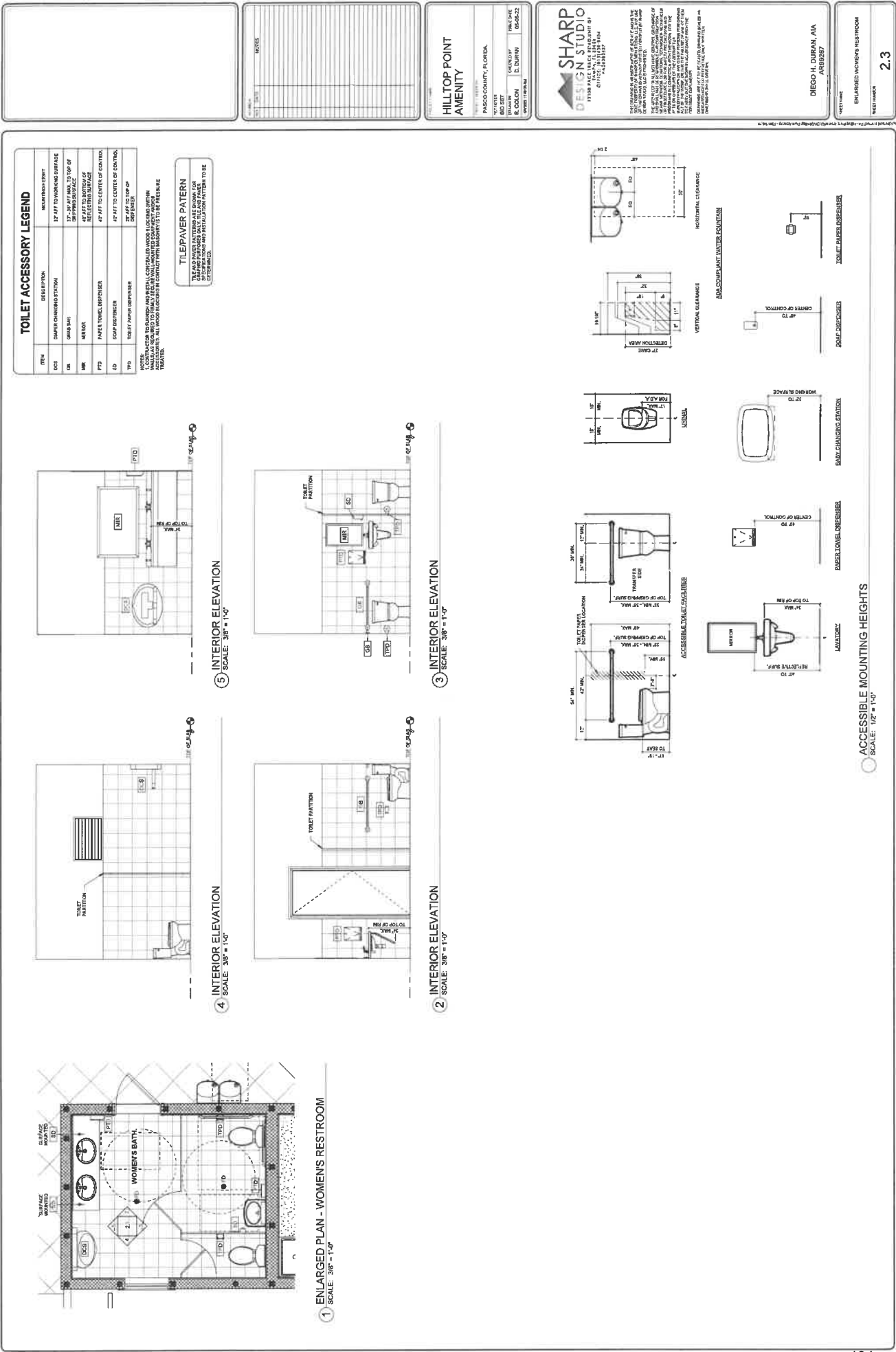
1. DOOR
2. DOOR WITH GLASS
3. DOOR WITH GLASS AND GLASS BLOCK
4. DOOR WITH GLASS AND GLASS BLOCK AND GLASS BLOCK

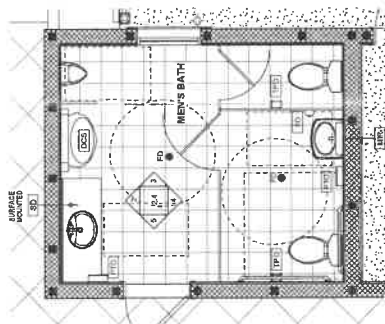
WINDOW SCHEDULE

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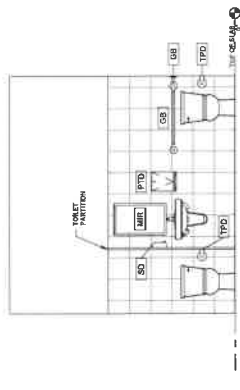
1 FLOOR PLAN
SCALE: 1/8" = 1'-0"

2 ROOF PLAN
SCALE: 3/16" = 1'-0"

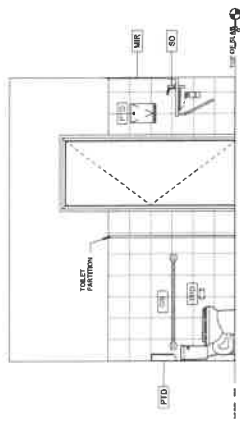




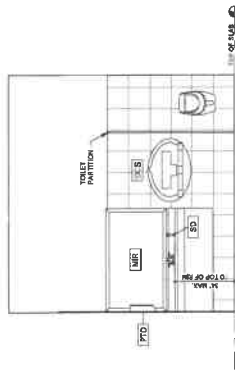
1 ENLARGED PLAN - MEN'S RESTROOM
SCALE: 3/8" = 1'-0"



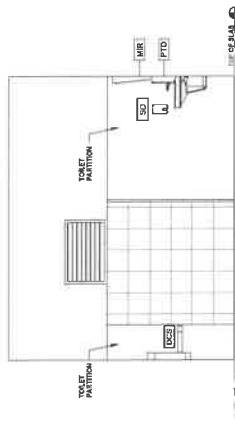
4 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



5 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



2 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"



3 INTERIOR ELEVATION
SCALE: 3/8" = 1'-0"

ITEM	DESCRIPTION	MOUNTING HEIGHT
CS	SMALL CHANGING STATION	37" AFF TO WORKING SURFACE
GB	GRAB BAR	37" AFF HORIZ. TO TOP OF
MIR	MIRROR	48" AFF TO BOTTOM OF REFLECTING SURFACE
PTD	PAPER TOWEL DISPENSER	48" AFF TO CENTER OF CONTROL
SD	SOAP DISPENSER	48" AFF TO CENTER OF CONTROL
TPO	TOILET PAPER DISPENSER	37" AFF TO TOP OF DISPENSER

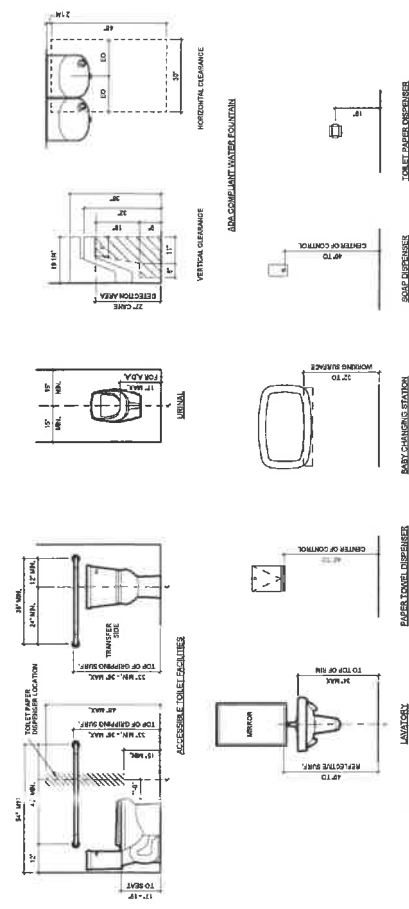
TILE/PAVER PATTERN
SEE SHEET 10 FOR TILES AND PAVERS. ALL TILES AND PAVERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION PATTERN TO BE USED. ALL TILES AND PAVERS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION PATTERN TO BE USED.

SHARP DESIGN STUDIO
11111 N. 111TH AVENUE, SUITE 101
DALLAS, TEXAS 75244
TEL: 214.223.1237
WWW.SHARPDDESIGNSTUDIO.COM

WE DESIGN IN AN EFFICIENT AND EFFECTIVE MANNER. OUR DESIGN PROCESS IS A COLLABORATIVE EFFORT BETWEEN OUR CLIENTS AND OUR DESIGN TEAM. WE ARE COMMITTED TO PROVIDING A HIGH-QUALITY DESIGN SERVICE THAT MEETS THE NEEDS OF OUR CLIENTS. WE ARE COMMITTED TO PROVIDING A HIGH-QUALITY DESIGN SERVICE THAT MEETS THE NEEDS OF OUR CLIENTS.

DIEGO H. DURAN, AIA
ARCHITECT

ENLARGED MEN'S RESTROOM
SHEET NUMBER
2.4



ACCESSIBLE MOUNTING HEIGHTS
SCALE: 1/2" = 1'-0"

TOILET SEAT
TOILET PAPER DISPENSER

SOAP DISPENSER
CHANGING STATION

PAPER TOWEL DISPENSER
TOILET

TOILET SEAT
TOILET PAPER DISPENSER

SOAP DISPENSER
CHANGING STATION

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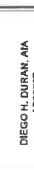
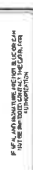
SOAP DISPENSER
CHANGING STATION

PAPER TOWEL DISPENSER
TOILET

[illegible]

- ROOF PLAN GENERAL NOTES:**
1. ROOF UNDERLAYMENT SHALL BE INSTALLED PER FBC 1507.1.1 AND MEET ALL ASTM REQUIREMENTS

1. ROOF UNDERLAYMENT SHALL BE INSTALLED PER FBC 1507.1.1 AND MEET ALL ASTM REQUIREMENTS



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WWW.FDSDESIGNSTUDIO.COM

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3	REVISED PER COMMENTS	06-05-14
4	REVISED PER COMMENTS	06-05-14
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19	REVISED PER COMMENTS	06-05-14
20	REVISED PER COMMENTS	06-05-14

**HILLTOP POINT
AMENITY**

PALCO COUNTY, TEXAS

DESIGNED BY
T. MOORE
D. DURAN
06-05-14

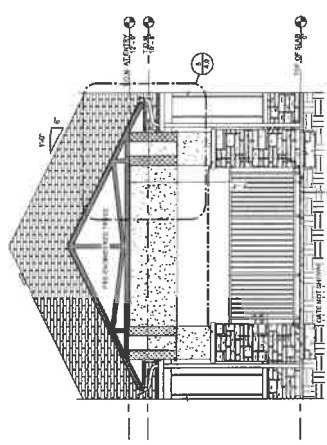
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AUSTIN, TEXAS 78748
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WWW.SHARPDDESIGNSTUDIO.COM

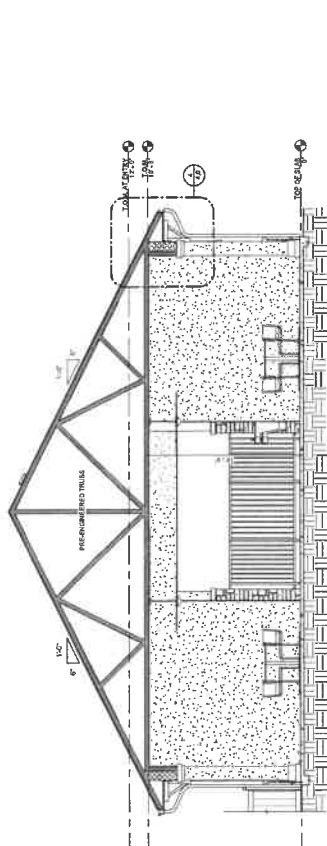
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**DIEGO H. DURAN, AIA
AR59267**

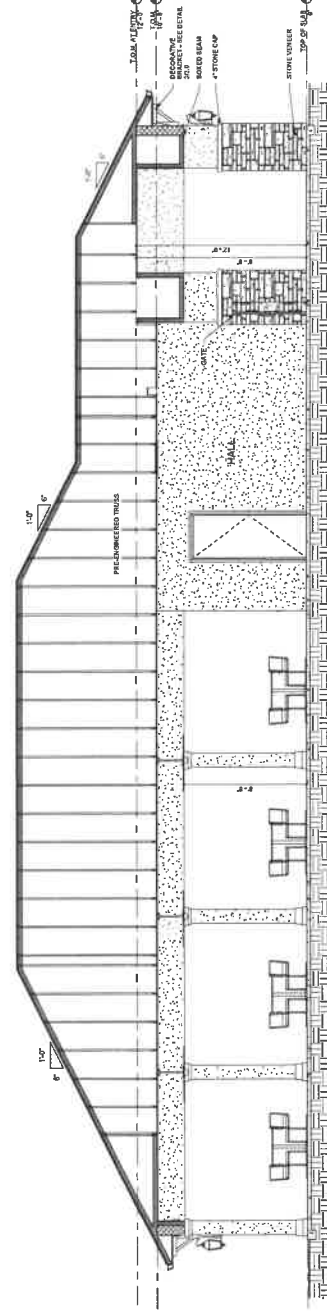
SECTION	SCALE
SECTION 1-1	1/4" = 1'-0"
SECTION 2-2	1/8" = 1'-0"
SECTION 3-3	1/4" = 1'-0"
SECTION 4-4	1/4" = 1'-0"
SECTION 5-5	1/4" = 1'-0"
SECTION 6-6	1/4" = 1'-0"
SECTION 7-7	1/4" = 1'-0"
SECTION 8-8	1/4" = 1'-0"
SECTION 9-9	1/4" = 1'-0"
SECTION 10-10	1/4" = 1'-0"
SECTION 11-11	1/4" = 1'-0"
SECTION 12-12	1/4" = 1'-0"
SECTION 13-13	1/4" = 1'-0"
SECTION 14-14	1/4" = 1'-0"
SECTION 15-15	1/4" = 1'-0"
SECTION 16-16	1/4" = 1'-0"
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SECTION 19-19	1/4" = 1'-0"
SECTION 20-20	1/4" = 1'-0"



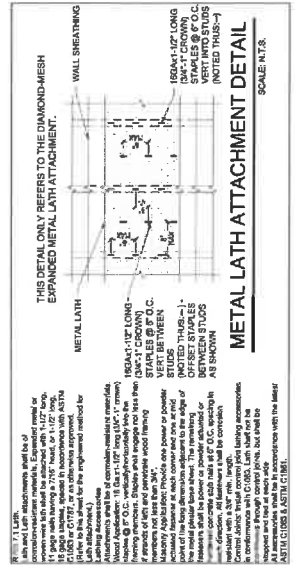
SECTION 1-1
SCALE: 1/4" = 1'-0"



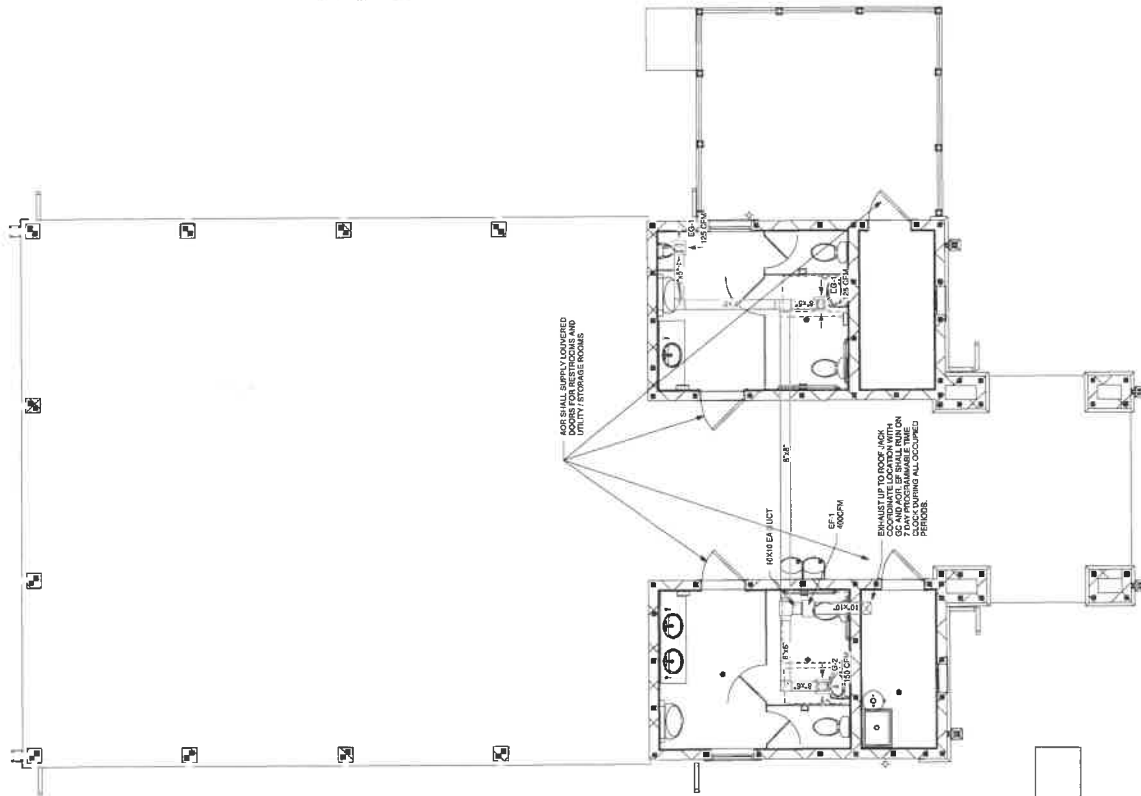
SECTION 2-2
SCALE: 1/8" = 1'-0"



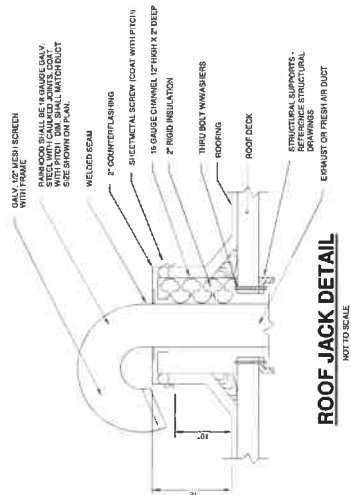
SECTION 3-3
SCALE: 1/4" = 1'-0"



METAL LATH ATTACHMENT DETAIL
SCALE: 3/4" = 1'-0"



1 HVAC PLAN - LEVEL 1
1/4" = 1'-0"



ROOF JACK DETAIL
NOT TO SCALE

GENERAL NOTES

1. THESE DRAWINGS WERE SUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL. WHILE THE EOR IS ATTEMPTING TO SHOW ALL EXISTING CONDITIONS AND NEW WORK, THE EOR SHALL NOT BE RESPONSIBLE FOR THE RESPONSIBILITY OF THE DESIGN.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF ALL DESIGN SCOPE AND FOR THE DESIGN OF ALL DESIGN SCOPE AND FOR THE DESIGN OF ALL DESIGN SCOPE.
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DIFFUSER SCHEDULE

NO.	SUPPLY DIFFUSER	NO.	RETURN DIFFUSER	FINISH	EQ. - FRESH
CD-1	120	8" x 12"	PRICE SEE EXHAUST	WHITE ACQUAD	
CD-2	100	8" x 12"	PRICE SEE EXHAUST	WHITE ACQUAD	

NOTES: UNLESS OTHERWISE NOTED.

EXHAUST FAN SCHEDULE

COMP. NO.	SERVICE	LOCATION	CFM	STATIC PRESS. (INCHES)	W	HP	AMPS	PHASE	VOLTS	PH-CT	MANUFACTURER & MODEL	OPTIONS - ACCESSORIES
EF-1	RESTROOMS	CEILING	100	0.4	87	550	115	115	115	115	CONATO 100 IN LINE EXHAUST FAN	

HVAC DUCT LEGEND

EXHAUST AIR

CA

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EXECUTIVE ENGINEERING INC.

M-1



SHARP DESIGN STUDIO
HILLTOP AMENITY
PASCO COUNTY, FL
HVAC PLANS

NO.	DATE	DESCRIPTION	BY
0	06/10/2023	ORIGINAL	RCM



EXECUTIVE ENGINEERING INC.
13903 WOODBURY BLVD
SUITE 100
TAMPA, FL 33618
TEL: 813-963-5577
FAX: 813-963-5578
WWW.EEINC.COM



Electrical Consulting Group, Inc.
499 HAWAII DR.
PALM HARBOR, FL 34683
PALM 777-409-4365
LC #GAT701FE 59003
CURTIS T. LAITZ
ELECTRIC@CIGINC.COM

HILLTOP POINT
AMENITYPASCO COUNTY, FLORIDA
NON-RESIDENTS' POLYGRAPH UNIT

BIO SET

NAME	DATE
E. MOORE	D. O'JAN

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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DESIGN STUDIO
17100 RACE TRACK ROAD,
TAMPA, FL 33618

09/16/2000 14:37
AA20001477

THE CLIMATE IS AN INFLUENT OF SEVERAL ASPECTS OF THE GROWTH OF THE PLANT. THE CLIMATE IS AN INFLUENT OF SEVERAL ASPECTS OF THE GROWTH OF THE PLANT.

THE UNIVERSITY OF CHICAGO PRESS

THE PRODUCTION OF THE FILM WAS A COLLABORATION BETWEEN THE VEGAN MOVEMENT AND THE VEGAN ACTION. THE CHAIRMAN OF THE COMMISSION FOR THE PROTECTION OF THE VEGAN MOVEMENT AND THE VEGAN ACTION OF THE VEGAN ACTION FOR THE "ALLIANCE OF THE VEGAN" THE VEGAN MOVEMENT.

CHANGES ARE NOT TO BE SCALD. DISAPPEAR
INDICATED ARE FOR REFERENCE ONLY, NOT
CHANGES SHALL APPLY.

DIEGO H. DURAN,
0899267[illegible]

LIGHTING AND POWER

Q 4023 NAME OF E2.0

1121

POWER PLAN
SCALE 1/4" = 1'-0"

LIGHTING PLAN
SCALE 1/4" = 1'-0"



Electrical Consulting Group, Inc.
PAUL ANDERSON, P.E.
DIEGO N. DURAN, P.E.
12345 MAIN STREET, SUITE 100
MIAMI, FL 33101
(305) 123-4567
www.electricalcg.com

PROJECT NO.	2024-001
PROJECT NAME	HILLTOP POINT AMENITY
CLIENT	PANAMA CITY, FLORIDA
DESIGNER	SHARP DESIGN STUDIO
DATE	06/06/24
BY	T. MODER
CHECKED BY	D. DURAN

PROJECT NO.	2024-001
PROJECT NAME	HILLTOP POINT AMENITY
CLIENT	PANAMA CITY, FLORIDA
DESIGNER	SHARP DESIGN STUDIO
DATE	06/06/24
BY	T. MODER
CHECKED BY	D. DURAN

SHARP DESIGN STUDIO
12345 MAIN STREET, SUITE 100
MIAMI, FL 33101
(305) 123-4567
www.sharpdesignstudio.com

THIS DOCUMENT IS THE PROPERTY OF SHARP DESIGN STUDIO. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SHARP DESIGN STUDIO. THE USER OF THIS DOCUMENT AGREES TO HOLD SHARP DESIGN STUDIO HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST SHARP DESIGN STUDIO BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS DOCUMENT.

DIEGO N. DURAN, P.E.
No. 12345
State of Florida
Electrical Engineering
Commission Expires 12/31/2024

REVISIONS
REVISION NO. 1
REVISION DESCRIPTION
E3.0

GENERAL NOTES

- CONTRACTOR SHALL VERIFY THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO SUBMITTING A PROPOSAL.
- ALL WORK SHALL BE IN ACCORDANCE WITH THE 2021 EDITION OF THE NATIONAL ELECTRICAL CODE.
- ALL CONDUCTORS SHALL BE COPPER #12 UNLESS OTHERWISE NOTED.
- ALL CONDUITS SHALL HAVE A PROPERLY SIZED EQUIPMENT GROUNDING CONDUCTOR.
- PROVIDE ALL NECESSARY PULLING POINTS FOR CONDUIT INSTALLATION.
- THE USE OF TYPE TPC CABLE MAY BE USED IF IT MEETS THE REQUIREMENTS OF THE NEC.
- PROVIDE TYPE LISTED PANEL DIRECTORIES.
- ALL WIRING SHALL BE IN A CONTINUOUS CONDUIT SYSTEM.
- ALL LIGHT FIXTURES SHALL BE SUPPORTED INDEPENDENTLY OF HANGERS OR GELDS.
- ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2021 EDITION OF THE NATIONAL ELECTRICAL CODE.
- NOTED: ALL CONDUITS AND BOXES UNLESS OTHERWISE NOTED.
- COORDINATE ALL POWER REQUIREMENTS WITH LOCAL POWER COMPANY ENGINEER.
- PROVIDE AND MAINTAIN TEMPORARY POWER AND LIGHTING SYSTEM FOR DURATION OF THE PROJECT.
- BYE FITTINGS SHALL BE DIE CAST METAL.
- MAKE FINAL CONNECTIONS TO EQUIPMENT WITH FLEXIBLE CABLE CONDUIT. LEAD FROM BOXES EXPOSED TO WEATHER.
- ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2021 EDITION OF THE NATIONAL ELECTRICAL CODE.

FBC ENERGY CODE 7TH EDITION 2020

- ALL WIRING SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE FBC ENERGY CODE.
- VOLTAGE DROP CONSIDERATIONS FOR CIRCUITS CARRIED BY SINGLE PHASE AND BRANCH CIRCUIT CONDUCTORS SHALL BE IN ACCORDANCE WITH THE 2020 EDITION OF THE FBC ENERGY CODE.
- CONSERVATION CODE REFERENCE (CANS 1.3.1 AND CANS 1.3.2).

FBC ENERGY CODE VOLTAGE DROP NOTE

PERMANENT CONDUIT SYSTEMS SHALL BE INSTALLED TO MEET THE PROVISIONS OF NO MORE THAN 3% VOLTAGE DROP ON ANY BRANCH CIRCUIT.

FEEDER & CIRCUIT SCHEDULE:

MARK	PHASE	CONDUCTORS	INTERNAL	GROUNDING	REMARKS
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH
A	2-48	1-48	1/2"	1/2"	PHASE TO EARTH

CIRCUIT		PHASE	CONDUCTORS	INTERNAL	GROUNDING	REMARKS
1-2	2	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-3	3	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-4	4	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-5	5	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-6	6	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-7	7	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-8	8	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-9	9	48/60	1-48	1/2"	1/2"	PHASE TO EARTH
1-10	10	48/60	1-48	1/2"	1/2"	PHASE TO EARTH

ELECTRICAL CONDUIT SIZING

Available Fault Current Calculation

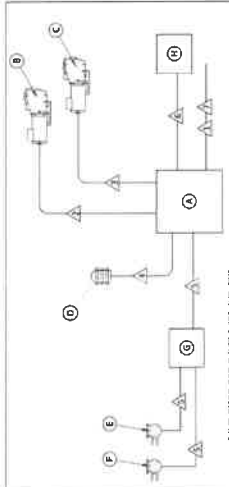
Utility Fault Current: 100,000 A @ 15 kV

Distance to fault: 100 ft

Conduit material: Copper

Conduit size: 1/2"

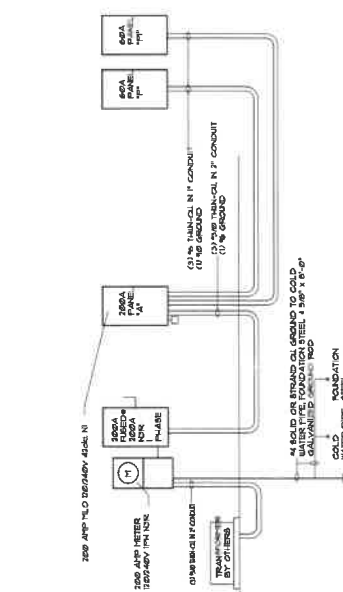
Result: 100,000 A



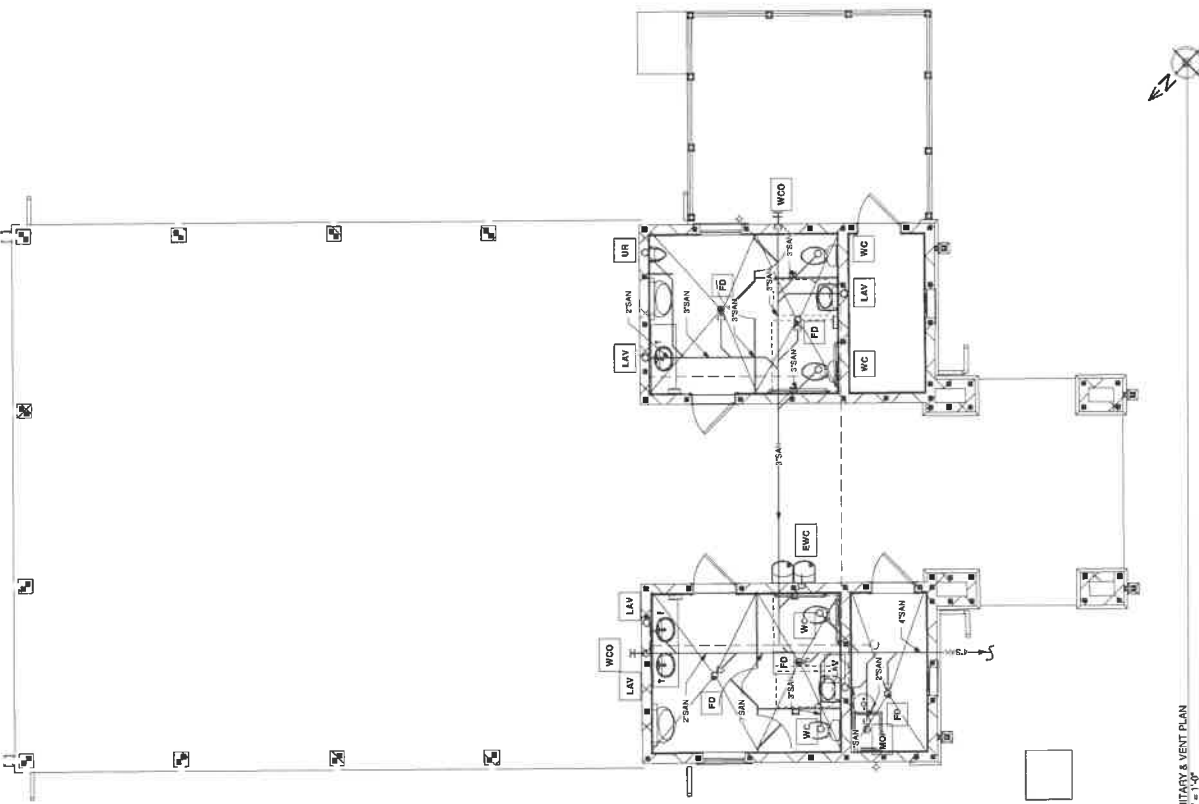
MARK	DESCRIPTION	VOLTAGE	MANUFACTURER & MODEL NO.
A	MAIN SERVICE PANEL	120/240V	ENTER MANUFACTURER
B	INTERRUPTOR PANEL	240V	ENTER MANUFACTURER
C	SERVICE PANEL	120/240V	ENTER MANUFACTURER
D	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
E	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
F	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
G	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
H	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
I	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
J	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER

- NOTES:
- Panel must be listed by UL.
 - Panel must be listed by UL.
 - Panel must be listed by UL.
 - Panel must be listed by UL.

MARK	DESCRIPTION	VOLTAGE	MANUFACTURER & MODEL NO.
A	MAIN SERVICE PANEL	120/240V	ENTER MANUFACTURER
B	INTERRUPTOR PANEL	240V	ENTER MANUFACTURER
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F	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
G	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
H	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
I	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER
J	100 WATT SERVICE LIGHT FIXTURE	120V	ENTER MANUFACTURER



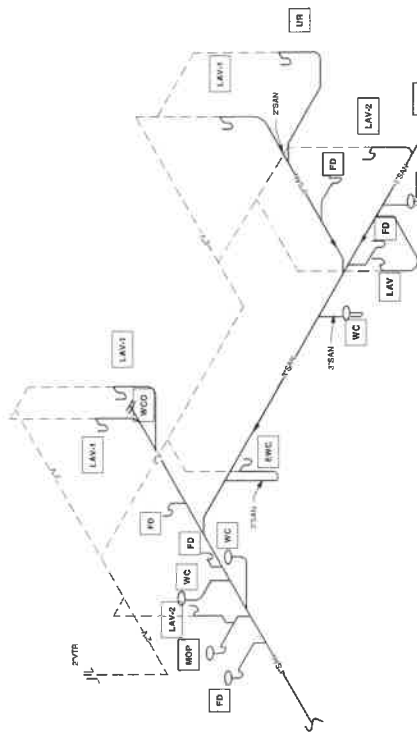
ELECTRICAL RISER DIAGRAM



1. SANITARY & VENT PLAN
1/8" = 1'-0"

PLUMBING PLAN LEGEND	
COLD WATER	— CW —
UNDERGROUND COLD WATER	— UGW —
HOT WATER	— HW —
SANITARY	— SAN —
VENT PIPING	— VENT —

2. JANITARY ISOMETRIC
NTS



- GENERAL NOTES**
- THESE DRAWINGS ARE DESIGNED TO PROVIDE THE BASIC PLUMBING INFORMATION FOR THE CONSTRUCTION OF THE SANITARY AND VENT SYSTEMS. THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROPER LOCATION AND DEPTH OF ALL PIPES AND FITTINGS. THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROPER LOCATION AND DEPTH OF ALL PIPES AND FITTINGS.
 - THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROPER LOCATION AND DEPTH OF ALL PIPES AND FITTINGS.
 - THESE DRAWINGS ARE NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROPER LOCATION AND DEPTH OF ALL PIPES AND FITTINGS.
 - ALL HOT WATER PIPING INSULATION SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC). THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROPER LOCATION AND DEPTH OF ALL PIPES AND FITTINGS.
 - ALL PIPING MATERIALS SHALL BE IN ACCORDANCE WITH THE 2015 INTERNATIONAL MECHANICAL CODE (IMC). THE DESIGNER SHALL BE RESPONSIBLE FOR THE PROPER LOCATION AND DEPTH OF ALL PIPES AND FITTINGS.
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EXECUTIVE ENGINEERING INC.
13300 UNIVERSITY DRIVE
SUITE 100
DALLAS, TEXAS 75244
TEL: 214-343-1100
FAX: 214-343-1101
WWW.EEINC.COM

NO.	DATE	DESCRIPTION	BY
0	06/11/2023	ORIGINAL	RCM

SHARP DESIGN STUDIO
HILLTOP AMENITY
PASCO COUNTY, FL
SANITARY & VENT PLANS



[illegible]

1. METHOD OF TREATMENT SHALL BE APPROVED BY THE GOVERNING JURISDICTION "LIQUID BORATE OR BORA-COOR" PRODUCT METHODS MUST BE DETERMINED AT PERMIT STAGE AND PRODUCT APPROVAL DATA MUST BE ON FILE WITH THE BUILDING DEPARTMENT.
2. PRESSURE TREATED LUMBER THAT HAS BEEN CUT OR DRILLED THAT EXPOSES UNTREATED PORTIONS OF WOOD ARE REQUIRED TO BE FIELD TREATED TO PREVENT INSECT INFESTATION.
3. OPTIONAL BORATE APPLIED TO ALL FRAME MEMBERS WITHIN 24" A.F.F.

[illegible][illegible][illegible][illegible]

1. MATERIAL SPECIFICATIONS: WELD FLANGE DESIGNS: ASTM A200, GRADE 50; PLY-30 13 THS (HRS). ASTM A200, GRADE B; P-44 42 PIPE STEEL; ASTM A58, TYPE F OR S; P-4 3 THS KSI; ALL OTHER STRUCTURAL & WISC. STEEL: A36 PLY-30 13 THS STRUCTURAL CONNECTIONS: ALL STRUCTURAL BOLTS TO BE ASTM A308.
2. REINFORCEMENT SHOP DRAWINGS TO BE AS FOLLOWS:
 - a. TO BE A307 THREADED ROD SHALL CONFORM STRUCTURAL BOLTS SMALLER THAN 5/8" DIA. TO BE A307 THREADED ROD SHALL CONFORM
 - b. CONCRETE: ASTM A308 OR ASTM A507 SHOP AND FIELD WELDS: EPOXY EMBED PROCESS: STEEL REINFORCEMENT SHOP DRAWINGS TO BE PROVIDED TO ENGINEER OF RECORD BEFORE FABRICATION FOR REVIEW AND APPROVAL

1. UPLIFT CONNECTORS SUCH AS HURRICANE CLIPS, TRUSS ANCHORS AND ANCHOR BOLTS ARE ONLY REQUIRED ON MEMBERS IN WALLS THAT ARE EXPOSED TO UPLIFT OR LATERAL FORCES. INTERIOR LOAD BEARING WALLS ARE NOT ALWAYS EXPOSED TO UPLIFT FORCES. THE MEMBERS OF THESE WALLS WOULD NOT NEED TO HAVE CONNECTORS APPLIED. PLEASE COORDINATE THE TRUSS ENGINEER FOR THE LOCATION OF THESE WALLS AND STRUCTURAL PLANS FOR MORE INFO.

[illegible]

	SHINGLE ROOF (PSF)	METAL ROOF (PSF)	TILE ROOF (PSF)	HEAVY ROOF (PSF)
TOP CHORD LL	20	20	20	20
TOP CHORD LR	10	10	15	25
BOTTOM CHORD LL	0	0	0	0
BOTTOM CHORD LR	0	10	0	10
TOTAL (PSF)	40	40	45	55
SOUTH CHORD LL (OPT)	20			
ATTICS W/ LIMITED STORAGE	50			
ATTICS W/ HEAVY STORAGE	50			
ATTICS W/ NO STORAGE	10			
RAILING AND HANDRAILS				
APPROVAL FROM EACH SIDE INDICATED ON PLAN				

COMMENTS	
TOP CHORD LL	40 (PSF)
TOP CHORD DL	10 (PSF)
BOTTOM CHORD LL	0 (PSF)
BOTTOM CHORD DL	5 (PSF)

	COMMENTS
GAME ROOM	60 (PSF)
BALCONIES/DECKS	100 (PSF)
LIGHT STORAGE	125 (PSF)
LIBRARIES	60 (PSF)
READING ROOMS	160 (PSF)
STACK ROOMS	

	COMMENTS:
ROOF TRUSSES ²	LU240
ROOF RAFTERS	LU120
ROOF RAFTERS (W/O CL)	LU240
FLOOR TRUSSES/BEAMS	LU240
FLOOR JOIST ²	LU240
	LU1480

*1 MAX 2" UP TO 40'FT SPAN
 **1 MAX 2" UP

WIND SPEED (ULTIMATE)	140 MPH
WIND SPEED (ALLOWABLE)	108.5 MPH
EXPOSURE CATEGORY	W
BUILDING CATEGORY	II
ENCLOSURE CLASSIFICATION	ENCLOSURE CLASSIFICATION
INTERNAL PRESSURE COEFFICIENT	+/- 0.18

NOTE: MEAN ROOF HEIGHT FOR TYPICAL SINGLE STORY HOME IS 15FT, AND FOR 2 STORY HOME IS 30FT

WIND AREA (SQ FEET)	(A)	(B)	AND SUCTION DIAGRAM
			(+) VALUE DENOTES PRESSURE (-) VALUE DENOTES SUCTION

[illegible]

SHARP
DESIGN STUDIO
FIRM BACK: 1982, C/O AD. UNIT 21
CANADA, 3 3925
OFFICE: 311-064
416-593-1372

[illegible]

STRUCTURAL NOTES & DETAILS

PROJECT NAME	HILLTOP POINT AMENITY
PROJECT LOCATION	PASCO COUNTY, FLORIDA
DATE	11/14/2017
DESIGNED BY	T. MOHR
CHECKED BY	D. DURAN
DATE	06/02/22

PROJECT NAME	HILLTOP POINT AMENITY
PROJECT LOCATION	PASCO COUNTY, FLORIDA
DATE	11/14/2017
DESIGNED BY	T. MOHR
CHECKED BY	D. DURAN
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<p>BRACING DETAIL SCALE 1/8\"/> </p>	<p>BRACING DETAIL SCALE 1/8\"/> </p>	<p>BRACING DETAIL SCALE 1/8\"/> </p>	<p>BRACING DETAIL SCALE 1/8\"/> </p>
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HILLTOP POINT AMENITY POOL

AMENITY POOL

ADDRESS TO BE DETERMINED

PARCEL ID#:

SITE LOCATION-



Project Vicinity Map
Not to scale

Project VICIN

Not to scale

SITE LOCATION



Project Location Map
Not to scale

Project Location
Not to scale

INDEX OF DRAWINGS	
SHEET #	SHEET NAME
SHEET 1	COVER SHEET
SHEET 2	NOTES & SPECIFICATIONS
SHEET 3	AMENITY SITE PLAN
SHEET 4	POOL PLUMBING PLAN
SHEET 5	POOL LAYOUT PLAN
SHEET 6	POOL DETAILS
SHEET 7	POOL SECTIONS
SHEET 8	POOL EQUIPMENT DETAILS
SHEET 9	POOL BONDING PLAN
151	

THE POOL, DECK AND EQUIPMENT SHOWN ARE DESIGNED TO MEET THE REQUIREMENTS OF THE FOLLOWING APPLICABLE CODES:

DEPARTMENT OF HEALTH (DOH) CHAPTER 9: FLOWIDA ADMINISTRATIVE CODE

FLORIDA STATUTES, CHAPTER 514

FLORIDA BUILDING CODE, SEVENTH EDITION (2020)

FLORIDA PLUMBING CODE, 2020

NATIONAL ELECTRIC CODE (NEC) 2017

NATION FIRE PROTECTION ASSOCIATION 2018 (NFPA) 70 (Update)

NATION FIRE PROTECTION ASSOCIATION 2018 (NFPA) 101

	REV.	DESCRIPTION	DATE
	DRAWN	CHECKED	
	JF	SAL	
	DATE	SCALE	
	6-7-2022	AS SHOWN	
			SHEET 1 OF 9

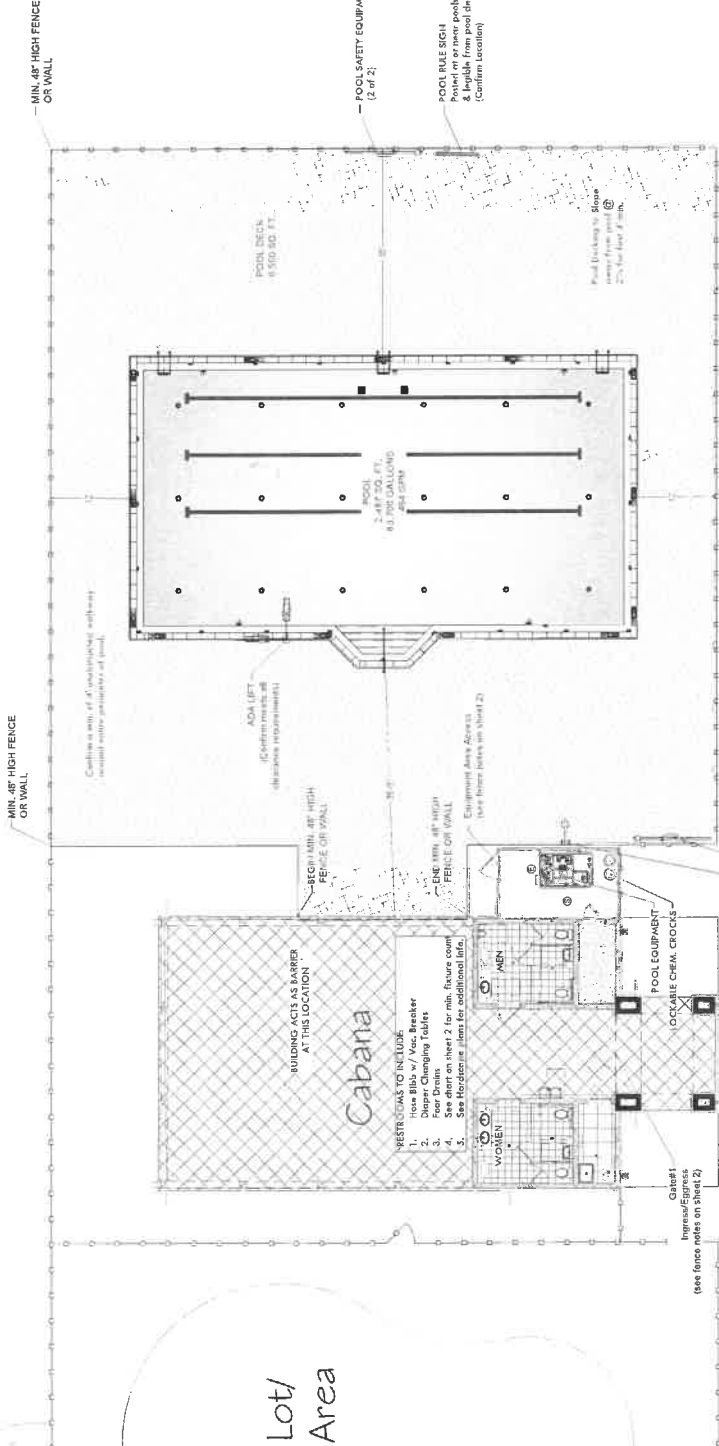
SP-1

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N HARBOR, FLORIDA 34684
2707 US HIGHWAY NORTH
ENGINEERING CONSULTANTS
THORNTON 27094
ENGINEERING P.A.
THORNTON 27094

LEGEND	
E	ELECTRICAL SUPPLY
S	WASTE LINE
P	POTABLE WATER SUPPLY

Lot/
Area

Mail Kiosk
(24x34)



POOL EQUIPMENT AREA
G.C. to provide details for:
1. 6" approved waste water disposal system
2. 1/2" approved gas line
3. Hose Bibb with Vacuum Breaker
4. Gas Connection (if applicable)
*See Architect plans for continuation of all lines.

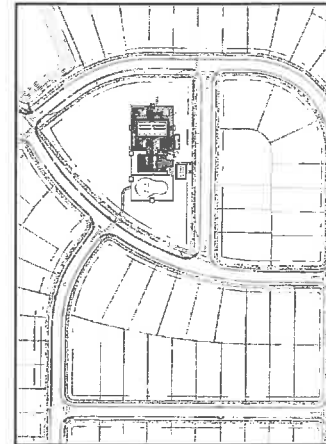
POOL RINSE SHOWER
w/ 1/2" Hose Bibb & Vacuum Breaker
to be located on pool deck
POOL SAFETY EQUIPMENT
(1 of 2)

GATE 12
G.C. to provide details for
1. 6" approved waste water disposal system
2. 1/2" approved gas line
3. Hose Bibb with Vacuum Breaker
4. Gas Connection (if applicable)
*See Architect plans for continuation of all lines.

Site Plan
Scale: 1/8" = 1'-0"

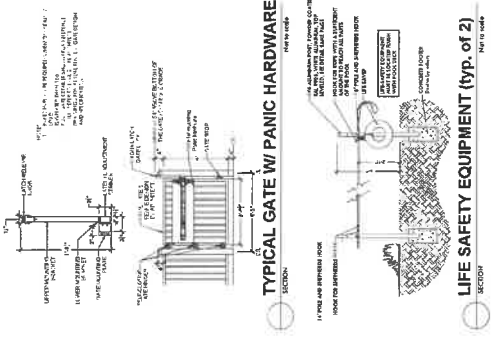


Overall Site Plan
Scale: 1/128" = 1'



SITE PLAN NOTES:

- RINSE SHOWER SHALL BE PROVIDED ON THE POOL DECK WITHIN THE PERIMETER OF THE FENCE.
- HOSE BIBB WITH VACUUM BREAKER REQUIRED ON DECK.
- WASTE LINE SHALL BE PROVIDED ON DECK WITHIN 10' OF POOL LOCAL CODES. PAINT EXPOSED PVC. EACH WASTE LINE SHALL HAVE A UNIQUE AIR GAP.
- WASTE LINES FROM DIFFERENT SOURCES SHALL NOT BE TIED TOGETHER. EACH WASTE LINE SHALL HAVE A UNIQUE AIR GAP. (CONTRACTOR TO PROVIDE) RECEPTACLE AFTER AIR GAP.
- CONFIRM LOCATIONS AND ELEVATIONS WITH THE OWNER AND ARCHITECT PRIOR TO CONSTRUCTION.
- NO FOOD OR DRINK FACILITIES WITHIN 12 FEET OF POOL.
- PROVIDE A HOSE BIBB WITHIN 25 FEET OF THE RESTROOMS.
- PROVIDE DIRECTIONAL SIGNS TO RESTROOMS.
- PROVIDE DIRECTIONAL SIGNS TO POOL DECK.
- PROVIDE DIRECTIONAL SIGNS TO POOL DECK.
- SOURCE FOR THE PLANTER AREAS ALONG THE POOL DECK.
- PAINT ALL EXPOSED PVC.
- MAXIMUM OF 4% UNIFORM SLOPE AWAY FROM POOL OR TO DECK DRAIN.
- CONTRACTOR TO PROVIDE A MINIMUM 48" OF CLEARANCE FROM POOL DECK TO ANY STRUCTURE OR EQUIPMENT.
- FACE OF ANY STEP RAILS AND LADDER ANCHORS.
- CONTRACTOR TO VERIFY EQUIPMENT LOCATION AND CONFIRM ALL ELEVATIONS AND SITE DRAINAGE.



C.B. COLLINS ENGINEERING P.A.
CERTIFICATE OF AUTHORIZATION 27934

AQUATIC ENGINEERING CONSULTANTS
32702 US HIGHWAY NORTH
PALM HARBOR, FLORIDA 34684
gb.collins@everton.net
(727)-442-8443

Amenity Site Plan
AMENITY SWIMMING POOL
HILLTOP POINT
For: SHARP DESIGN STUDIO

REV.	DESCRIPTION	DATE

DRAWN	CHECKED
DATE	SCALE

675032 AS SHOWN
SHEET 3 OF 3

SYMBOL	QTY.	ITEM
	5	UNDERWATER LIGHTS - Period 50 Yellow LED
	2	MAIN DRAIN - 12"x12" Lowman Aquaplex
	12	DEPTH MARKERS TILE
	12	NO DIVE TILE
	24	GUTTER RETURNS - Period 542039 (2.5" x 9")
	3	LADDERS - S.E. Ladder 185-348
	18	FLOOR RETURNS - Hayward SF 1425
	1	LEVEL - Hayward SP 1019

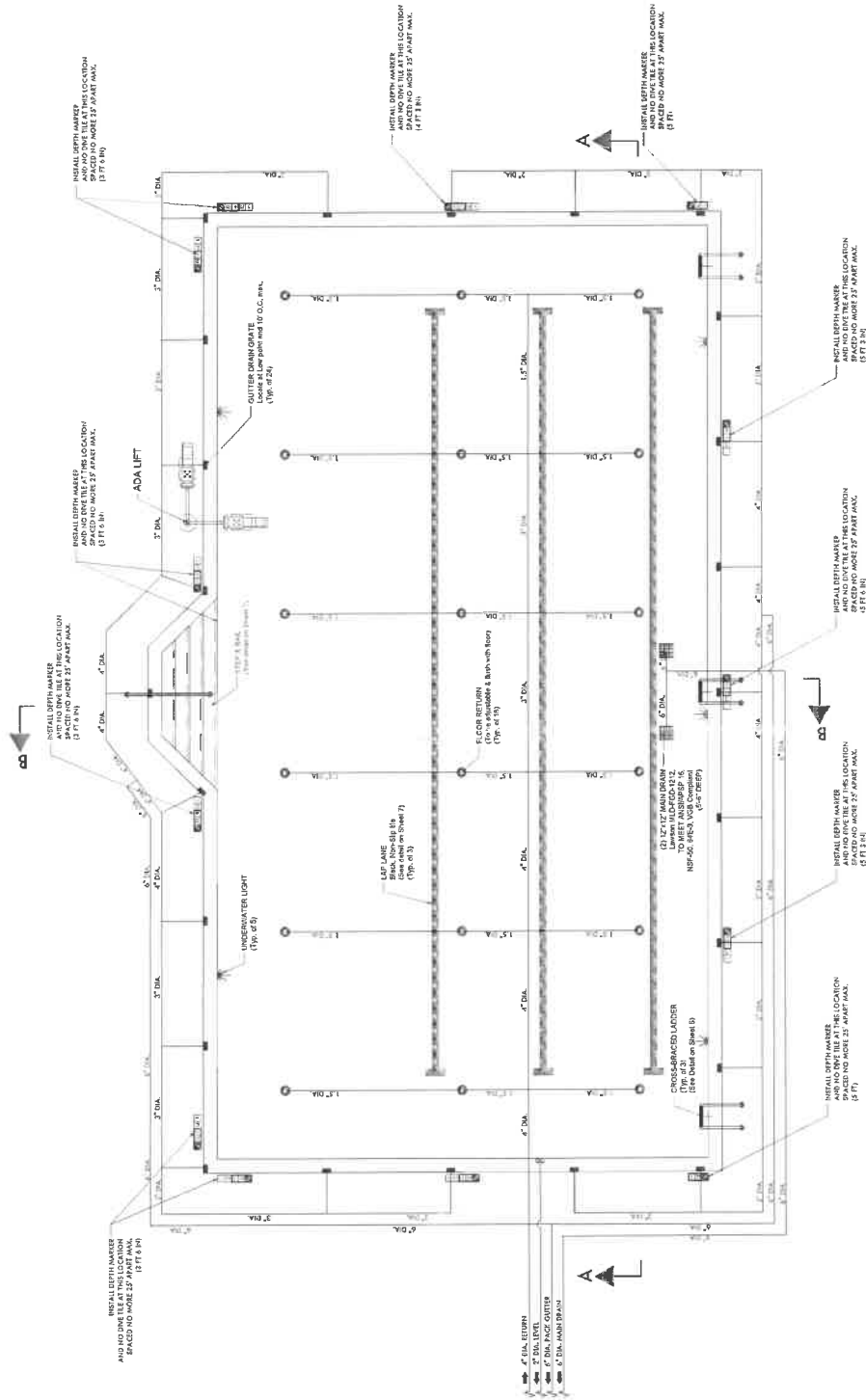
- NOTES:
- DEPTH MARKERS TO INDICATE NO DIVE TILE ARE 18 INCHES.
 - ALL CORNERS TO HAVE A MINIMUM 2" RADIUS.

MAXIMUM FLOW VELOCITIES (GPM)		
PIPE DIAMETER	¹ GRAVITY	² SUCTION
1.5	17	33
2.0	25	59
3.0	65	132
4.0	117	235
5.0	254	529
6.0	403	940

¹ GRAVITY, MAXIMUM FLOW, IN GPM, AT 3.0 FPS
² SUCTION, MAXIMUM FLOW, IN GPM, AT 5.0 FPS
³ PRESSURE, MAXIMUM FLOW, IN GPM, AT 10.0 FPS

FITTING LOCATIONS AND JUNE JOINTING ARE SHOWN IN SCHEMATIC FORM TO ILLUSTRATE DESIGN AND INTENT. INFORMATION NOT TO BE USED FOR THE POOL CONTRACTOR TO FACILITATE INSTALLATION OR ADJUST TO FIELD CONDITIONS

POOL MAIN DRAIN COVER - 1.5 FPS
 MAX. FLOW LAWSON
 MID-MED-1212, 12"x12" VGS
 COMPLIANT MAIN DRAIN COVER
 AT 1.5 FPS.



Pool Plumbing Plan
 Scale: 1/4" = 1'-0"

TOTAL	
Area.....	2,487 Sq. Ft.
Perimeter.....	211 Ln. Ft.
Volume.....	83,700 Gallons
Turnover.....	5.9 Hours
Flow Rate.....	235 GPM
Unit Count.....	172 Non-Transient
Bather Load.....	47 Bathers

HYDRAULIC DESIGN MEETS FRC 2020, 7TH EDITION

Pool Layout Plan

Hilltop Point
AMENITY SWIMMING POOL

For: SHARP DESIGN STUDIO

C.B. COLLINS ENGINEERING P.A.
CERTIFICATE OF AUTHORIZATION 27934

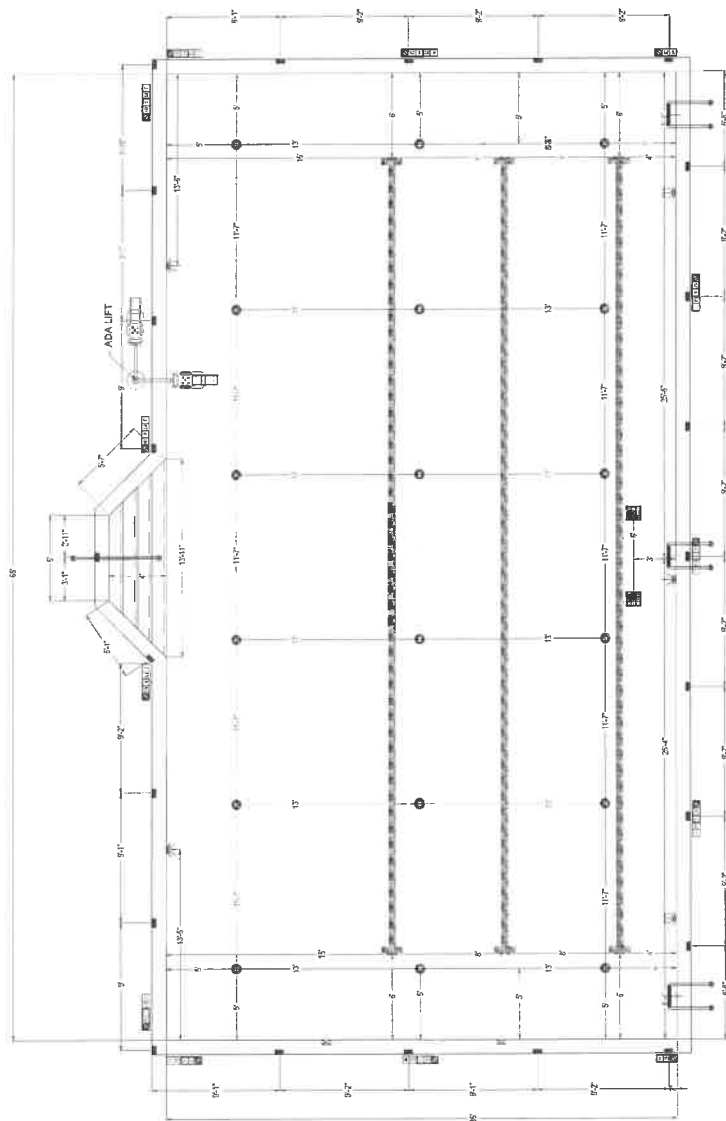
AQUATIC ENGINEERING CONSULTANTS

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(727)-442-8443

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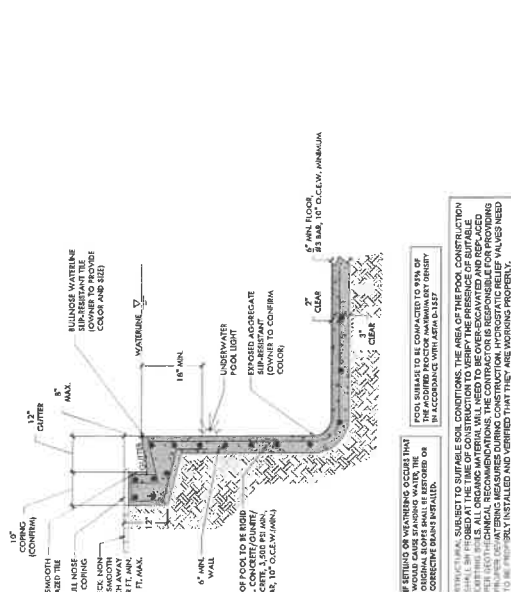
SAVUELA, A. LIBRATORE, P.E.
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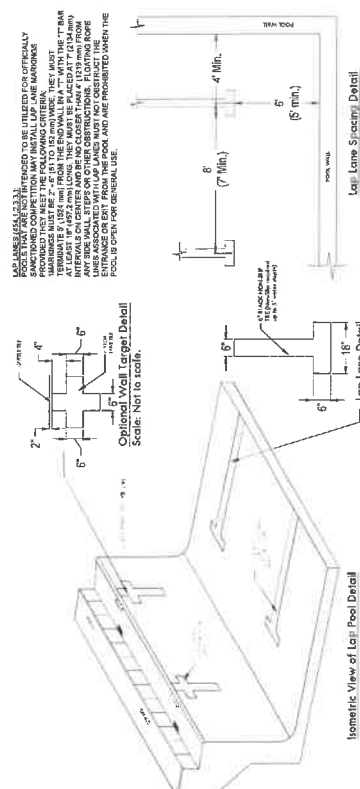
Pool Layout Plan
Scale: 1/4" = 1'-0"

LEGEND		
SYMBOL	QTY.	ITEM
	5	UNDERWATER LIGHTS - Pendant 50 White LED
	2	MAIN DRAIN - 12" x 12" Lumen Aquatics
	12	DEPTH MARKER TILE
	12	NO DIVE TILE
	24	OUTER FENCE - PVC 4" x 4" x 8' x 8' x 8'
	3	LADDERS - 2.5" DIA. x 18" x 30"
	18	FLOOR RETAINERS - Polypropylene 1/2" x 2"
	1	LEVEL - Reynolds SP 10 1/2"

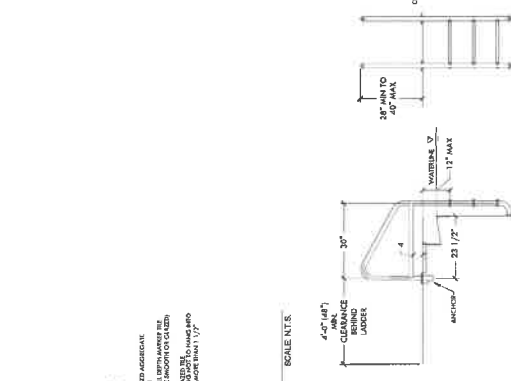
- NOTES:
- DEPTH MARKERS TO INDICATE
ALL CORNERS TO HAVE 5 INCHES.
MINIMUM 2" RADIUS.



GUTTER, WALL, & FLOOR DETAIL



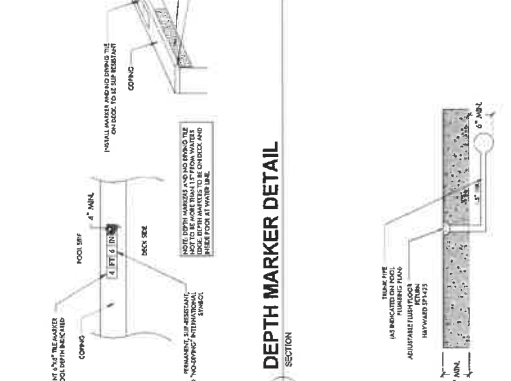
LAP LANE DETAILS



LADDER DETAIL



PORTABLE VACUUM PUMP SYSTEM

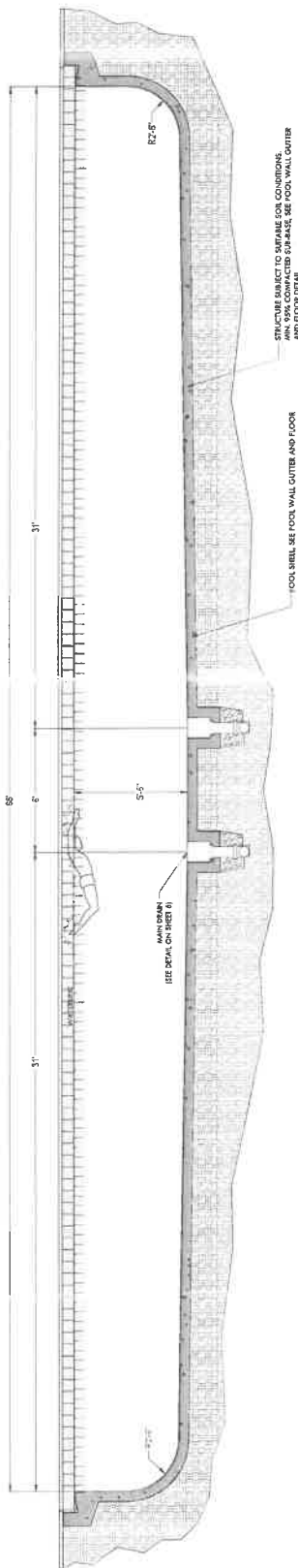


ADJUSTABLE FLOOR RETURN

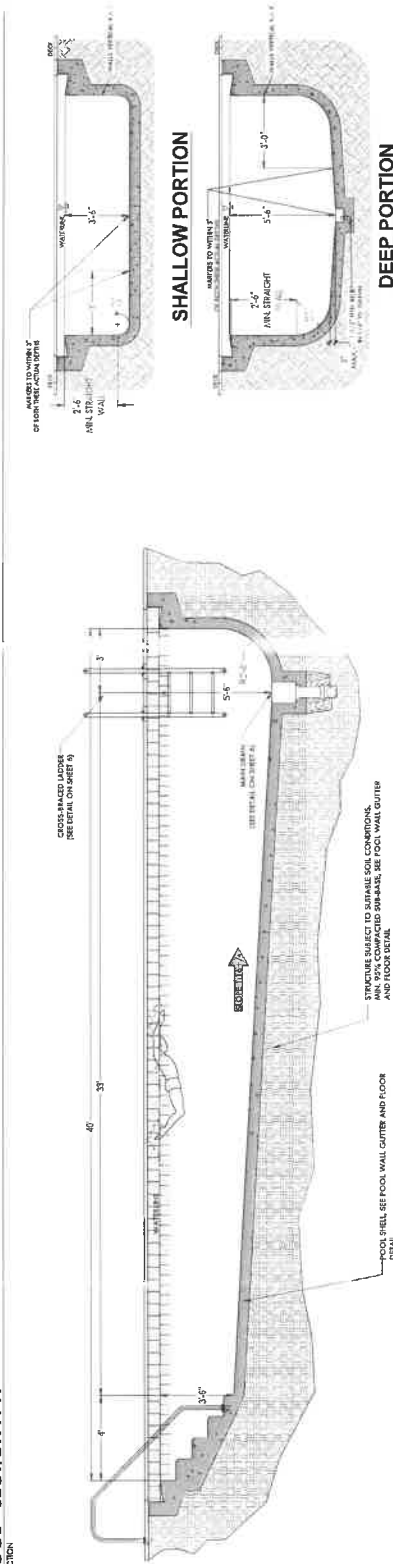


MAIN DRAIN DETAIL

POOL - SECTION A-A



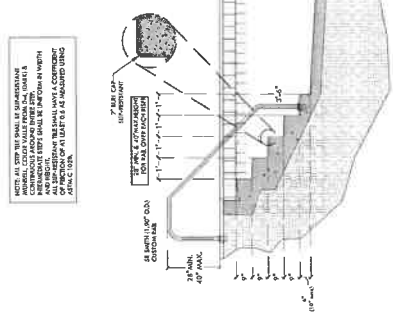
POOL - SECTION B-B



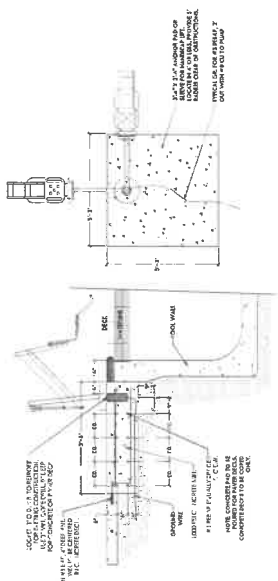
TRANSVERSE POOL SECTIONS



STEP & RAIL DETAIL

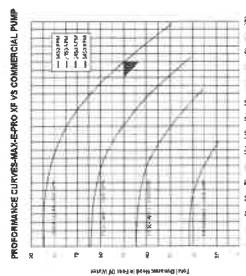


ADA LIFT ANCHOR FOOTING DETAIL

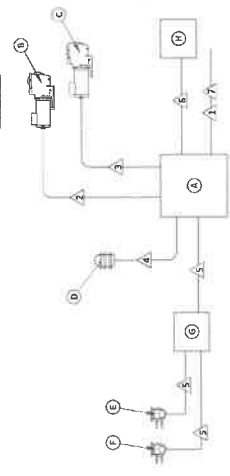


ADA LIFT DETAIL





RECIRCULATION PUMP CURVE



MARK	DESCRIPTION	VOLTAGEL	MANUFACTURER & MODEL NO.
1	MAIN LINE REEFER PANEL (20 CIRCUIT)	120/240V	EATON, BR002-041236
2	REGENERATION PUMP	230V	PETROLEUM GIGAWATT, S-10
3	SERVICE PUMP	115/230V	PETROLEUM GIGAWATT, M48130-1, 1HP
4	20 WATT SERVICE LIGHT FIXTURE	115V	HYUNDAI, 1002-1002-100W
5	CHLORINE FILLER PUMP	115V	HYUNDAI, 6545
6	A/C D FILLER PUMP	230V	HYUNDAI, 6545
7	100C	115V	PAGE & STEVENSON
8	08C	115V	PAGE & STEVENSON



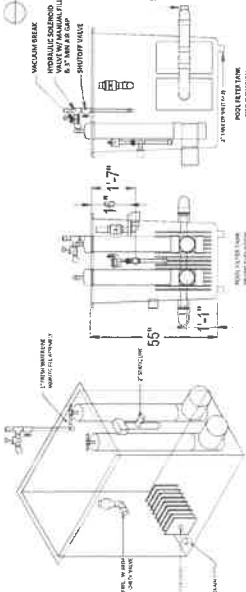
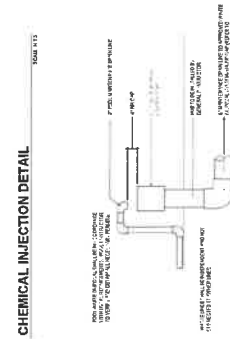
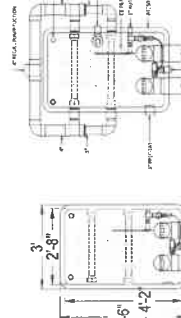
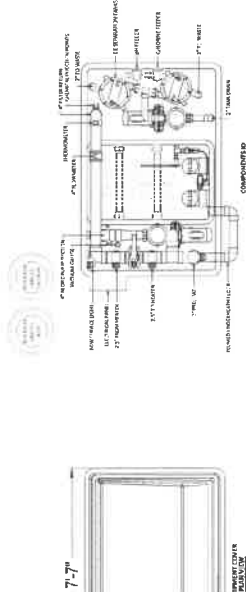
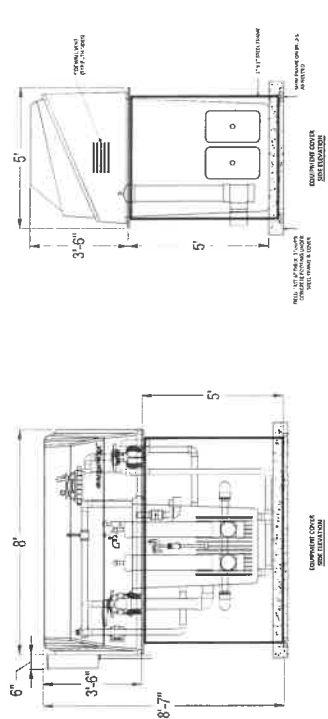
AWDE235.28
235 GPM VACUUM DE POOL FILTER

- ELECTRICAL NOTES:**
1. All pool pumps and breakers to be GFCI protected.
 2. Pendants to be wired with teflon proof interlock with the recirculation pump.
 3. Electrical Contractor shall verify sizes, phases, voltages, and all electrical specifications.
 4. Coordination studies shall be done per NEC 680.14(b) for the entire system.
 5. All Electrical Equipment shall comply & installed according to NEC 680.4, 110.3(b).
 6. See plans prepared by Electrical Engineer for additional details.
 7. Contact Electrical Engineer with any questions regarding the electrical design.

FEEDER & CIRCUIT SCHEDULE:	MARK	PHASE	CONDUIT/NEUTRAL	GROUND	CONDUIT	REMARKS
	A	2-48	1-48		3/2"	AS EXISTE
	A	2-48	1-48		3/2"	EXISTE TO PANEL
	A	2-48	1-48		3/2"	EXISTE TO LIGHT
	A	2-48	1-48		3/2"	EXISTE TO PANEL
	A	1-48	1-48		3/2"	EXISTE TO PANEL
	A					CONDUIT AND CIRCUIT INSTALLED BY OTHERS

ANAL SCHEDULE:

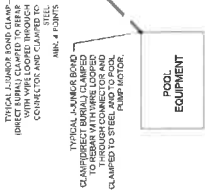
CURRENT		TRIP	LOAD	AMPS
1-1	2	40A GR	TEGIC PUMP W/ 2 INTERLOCKED CHEM. CONT	16.9
2	3-4	20A GR	E/W/1 P/1 MP	6.0
5	1	20A	SERVICE LIGHT	1.5
6	1	20A	G/O	3.9
7-10			SPARE	
TOTAL, MAXIMUM LOAD				29.4



NOTES:

[illegible]

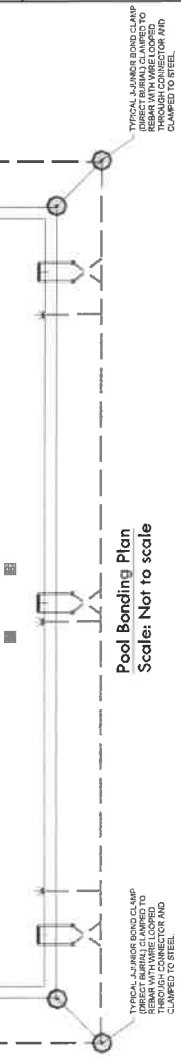
PIPE AND VALVES CHART	LINE FUNCTION	SIZE
	MAIN DRAIN	6"
	GULLY DRAIN	4"
	SEWAGE LINE	4"
	FRESH WATER FILL	3"
	OVERFLOW CAP	2"
	RECOGNITION PUMP SUCTION	4"
	RECOGNITION RETURN	4"
	FILTER PRECIPIT	4"
	TANK DRAIN	3"
	TANK DRAIN TO WASTE	2"
	TO HEATER	2 1/2"
	FROM HEATER	2 1/2"



THIS DRAWING IS A SCHEMATIC LAYOUT, AND NOT TO SCALE.

NOTES:

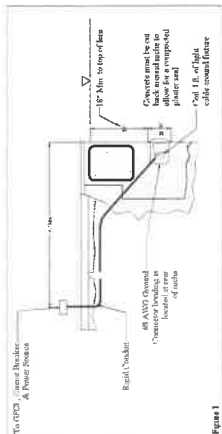
- 1) #8 SOLID COPPER BONDING WIRE TO BE RUN CONTINUOUS TO POOL FILTRATION EQUIPMENT AND ELECTRICAL SUPPLY PANEL.
- 2) BOND TO ALL METALLIC ITEMS LOCATED IN THE POOL AND TO THE REBAR.
- 3) ALL POOL BONDING TO COMPLY WITH NEC. 2017, SECTION 680.26



Pool Bonding Plan
Scale: Not to scale

SECTION 1. Installing light fixture during new pool construction.

- a. Preparatory steps which must be completed by the electrician before light fixture is installed.
 - 1. Verify that the pool meets the current requirements of the National Electrical Code and all local codes and ordinances. A licensed or certified electrician must install the electrical system in the pool area. The National Electrical Code, which the pools electrical system must meet are listed below.
 - 2. The lighting circuit must have a Ground Fault Circuit Interrupter (GFCI), and an appropriately rated circuit breaker.
 - 3. The function box, or low voltage transformer must be located in the pool area, at least 6 inches above water level, 4 inches above deck level, and at least 48 inches from the edge of the pool.
 - 4. The light fixture and all metal items within 5 feet of the pool must be properly electrically bonded.
- b. The wire niche must be properly installed so that the top edge of the wire on the underwater light is at least 18 inches below the surface of the water in the pool.
- c. The wire niche must be properly electrically bonded and grounded via the No. 8 AWG green conductor located in the cover of the niche.
- d. To be certain that the pools electrical system meets all applicable requirements, the electrician should also consult the local building department.
- e. Use only Pentair Pool Products wet niches to insure proper bonding and grounding connections.
- f. Steps to perform after the electrical system requirement are met.
 - 1. Feed the cord through cable, or function box, leaving at least 4 feet of cord at the light fixture to connect the light fixture.
 - 2. Cut the first 4 feet of cord around the light above the light so the cord at the light fixture to pool is filled with water.
- f. Cut the cord at the junction box, leaving at least 6 inches of cord to make connections.
- g. Strip 6 inches of the outer cord jacket to expose the three insulated wires. The cord will not damage the installation on the three inner wires.
- h. Strip 6 inches of the inner cord jacket to expose the three insulated wires. The cord will not damage the installation on the three inner wires.
- i. Connect all three wires to the corresponding circuit wires in the Junction Box (black wire to black, white wire to white, and green wire to ground) and secure the Junction Box cover in place.
- j. Replace the light assembly into niche and tighten special pilot screw.



NOTE:
The pool or spa electrical system can be verified with a Pool and Spa Electrical Qualification Test Kit. The test kit is available from Pentair Pool Products. The electrical system inspection using this kit must be performed by a trained and certified personnel.

⚠ WARNING:

WARNING: Never operate this underwater light for more than 10 seconds unless it is totally submerged in water. Without total submersion, the light assembly will get extremely hot, which may result in serious burns or breakage of the lamp or lens. This may result in serious injury to pool users, installers, or bystanders, or in damage to property.

least 4 feet

- 4) Underwater Metal Forming Shells. Metal forming shells and mounting brackets for luminaires and speakers shall be bonded to the equipotential grid.
- 5) Metal Fittings. Metal fittings sized 4 in. and larger that penetrate into the pool, outdoor spa, or outdoor hot tub structure, such as ladders and handrails shall be bonded to the equipotential grid.

Note: All pool bonding to comply with Florida Building Code 2020 7th Edition & NEC 2017, Section 680.26

[illegible]

9
D
S

For: SHARP DESIGN STUDIO

1001 BONDING PLAN

NS ENGINEERING P.A.
STATE OF AUTHORIZATION 279594
AQUATIC ENGINEERING CONSULTANTS
32707 US HIGHWAY NORTH
PALM HARBOR, FLORIDA 34684
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(727)-442-8443
Copyright protected: © A-292-225
SAUNDY A. LEBENTOWE, P.E.
#06740

EXHIBIT B

Certificate of Payment

COMPOSITE EXHIBIT C

Sworn Statement on Public Entity Crimes

Affidavit of Non-Collusion

17

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(N)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of the public entity)
- by _____
(print individual's name and title)
- for _____
(print name of entity submitting sworn statement)
- whose business address is _____

- and (if applicable) its Federal Employer Identification Number (FEIN) is _____
- (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____
_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, briber, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudications of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term

"affiliate" includes those officers directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

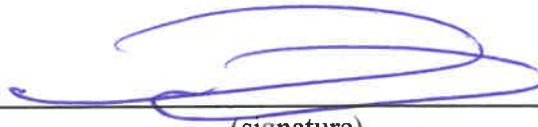
The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL

SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN-SECTION 287.017, **FLORIDA STATUTES**, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(signature)

STATE Florida

COUNTY OF Pinellas

The foregoing instrument was signed and acknowledged before me this 9th day of December 2022, by Trevor Sus, who is personally known to me who produced _____ as identification, and who (did) (did not) take an oath.



Notary Public Signature

Lori Richardson
Printed Name of Notary

Notary Commission Number/Expiration



HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
AFFIDAVIT OF NON-COLLUSION

STATE OF FLORIDA

COUNTY OF _____

I, _____, do hereby certify that I have not, either directly or indirectly, participated in collusion or proposal rigging. Affiant is a _____ (officer or principal) in the firm of _____, and authorized to make this affidavit on behalf of the same. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

Dated this 9th day of December, 2022.

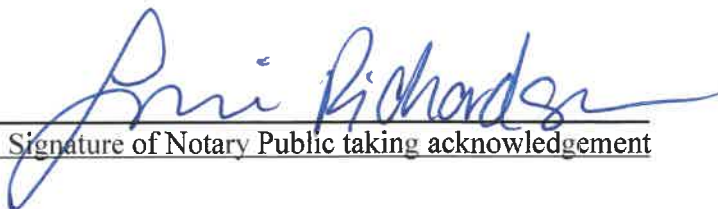


Signature by authorized representative of Proposer

STATE OF FLORIDA

COUNTY OF Pinellas

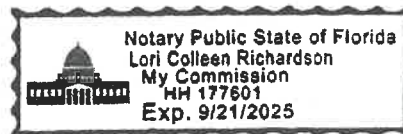
Sworn to (or affirmed) and subscribed before me this 9th day of December, 2022, by Trevor Sas, of the Windward Building Group who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.



Signature of Notary Public taking acknowledgement

My Commission Expires: _____

(SEAL)



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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:54:53 ET on 11/23/2022 under Order No. 2114342556 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

October 21, 2022, Minutes of the Regular Meeting

MINUTES OF THE REGULAR MEETING

The Regular Meeting of the Board of Supervisors for the Hilltop Point Community Development District was held on **Friday, October 21, 2022, at 10:15 a.m.** at the Long Lake Reserve Amenity Center located at 19617 Breynia Dr., Lutz, FL 33558.

1. CALL TO ORDER

Bryan Radcliff called the Regular Meeting of the Board of Supervisors of the Hilltop Point Community Development District to order on **Friday, October 21, 2022, at 10:24 a.m.**

Board Members Present and Constituting a Quorum:

Betty Valenti	Chair
Lee Thompson	Supervisor
John Blakley	Supervisor
Melissa Wood	Supervisor

Staff Members Present:

Bryan Radcliff	District Manager, Inframark
Erin McCormick, Esq.	District Counsel & Registered Agent

There were no members of the general public present.

2. AUDIENCE QUESTIONS OR COMMENT ON AGENDA ITEMS

There were no public comments on agenda items.

3. VENDOR AND STAFF REPORTS

A. District Counsel

Ms. McCormick presented her District Counsel report to the Board. Ms. McCormick update the Board on the status of the District Engineering agreement with Stantec and the Construction Contract for Amenities with Windward Building Group.

B. District Manager

C. District Engineer

There were no staff reports on behalf of the manager and engineer.

49 **4. BUSINESS ITEMS**

50
51 **A. Consideration of Resolution 2023-01; Re-Designating Officers**

52
53 The Board Adopted Resolution 2023-01, Redesignating Officers. The Board chose to have the
54 Chair and Vice Chair remain with Betty Valenti and Keith Malcuit respective.
55

MOTION TO:	Approved Resolution 2023-01.
MADE BY:	Supervisor Thompson
SECONDED BY:	Supervisor Blakley
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

62
63 **B. Discussion of Field Service**

64
65 The Board reviewed a proposal for Field Services. The Board Approved Field Services for the
66 District pending a price reduction to \$8k.
67

MOTION TO:	Approved field services for District pending a price reduction to \$8,000.
MADE BY:	Supervisor Blakley
SECONDED BY:	Supervisor Valenti
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

75
76 **C. General Matters of the District**

77
78 There were no general matters of the District at this time.
79

80 **5. CONSENT AGENDA ITEM**

81
82 **A. Consideration of Board of Supervisors Regular Meeting Minutes September 23,**
83 **2022.**

84 **B. Consideration of Operations and Maintenance Expenditures September 2022**

85 **C. Review of Financial Statements for Month Ending September 30, 2022**

86
87 The Board reviewed the minutes from the meeting held on 09/23/2022, the Operations &
88 Maintenance Expenditures from September 2022 and the Financial Statements for the month
89 ending 09/30/2022.
90
91

MOTION TO: Approve the Consent Agenda Item A through C.
MADE BY: Supervisor Thompson
SECONDED BY: Supervisor Valenti
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
4/0 - Motion Passed Unanimously

6. BOARD MEMBERS' COMMENTS

Supervisor Valenti requested a turnover meeting be set up for landscaping and that the new field services representative attend.

7. PUBLIC COMMENTS

There were no public comments.

8. ADJOURNMENT

MOTION TO: Adjourn at 10:30 A.M.
MADE BY: Supervisor Thompson
SECONDED BY: Supervisor Valenti
DISCUSSION: None further
RESULT: Called to Vote: Motion PASSED
4/0 - Motion Passed Unanimously

**Please note the entire meeting is available on disc.*

**These minutes were done in summary format.*

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

Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on _____.

Signature

Signature

Printed Name

Printed Name

Title:

- ☐ **Secretary**
☐ **Assistant Secretary**

Title:

- ☐ **Chairman**
☐ **Vice Chairman**

Recorded by Records Administrator

Signature

Date

Official District Seal

Hilltop Point Community Development District Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
Yellowstone Landscape	TM 439135	\$2,354.00		Landscape Maintenance – 10/2022
Yellowstone Landscape	TM 446952	\$2,354.00	\$4,708.00	Landscape Maintenance – 11/2022
Monthly Contract Sub-Total		\$4,708.00		
Variable Contract				
Variable Contract Sub-Total		\$0.00		
Utilities				
Tampa Electric	221008683908 092822	\$23.24		Electricity Service thru – 09/22/2022
Tampa Electric	221008717680 092822	\$333.26		Electricity Service thru – 09/22/2022
Tampa Electric	221008717698 092822	\$333.26	\$689.76	Electricity Service thru – 09/22/2022
Utilities Sub-Total		\$689.76		
Regular Services				
Department of Economic Opportunity	87509	\$175.00		Registration Fee – FY22/FY23
Egis Insurance Advisors	17233	\$5,000.00		Policy Renewal – 10/01/2022
John C. Blakley	JB102122	\$200.00		Supervisor Fees – 10/21/2022
Lee R. Thompson	LT102122	\$200.00		Supervisor Fees – 10/21/2022
Tampa Bay Times	250342 100922	\$205.00		Advertising Services
Regular Services Sub-Total		\$5,780.00		
Additional Services				
Additional Services Sub-Total		\$ 0.00		
TOTAL:		\$11,177.76		

Approved (with any necessary revisions noted):



INVOICE

INVOICE #	INVOICE DATE
TM 439135	10/1/2022
TERMS	PO NUMBER
Net 30	

Bill To:

Hilltop Point CDD
c/o Inframark
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Hilltop Point CDD

Invoice Due Date: October 31, 2022

Invoice Amount: \$2,354.00

Description	Current Amount
Monthly Landscape Maintenance October 2022	\$2,354.00

Invoice Total **\$2,354.00**

Excellence

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.



INVOICE

INVOICE #	INVOICE DATE
TM 446952	11/1/2022
TERMS	PO NUMBER
Net 30	

Bill To:

Hilltop Point CDD
c/o Inframark
2005 Pan Am Circle
Suite 300
Tampa, FL 33607

Remit To:

Yellowstone Landscape
PO Box 101017
Atlanta, GA 30392-1017

Property Name: Hilltop Point CDD

Invoice Due Date: December 1, 2022

Invoice Amount: \$2,354.00

Description	Current Amount
Monthly Landscape Maintenance November 2022	\$2,354.00

Invoice Total **\$2,354.00**

Excellence

IN COMMERCIAL LANDSCAPING

Should you have any questions or inquiries please call (386) 437-6211.

Statement Date: 09/28/2022

Account: 221008683908

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
12373 CARL LOOP, PUMP
DADE CITY, FL 33525-6051

Current month's charges:	\$24.95
Total amount due:	\$23.24
Payment Due By:	10/19/2022

Your Account Summary

Previous Amount Due	\$215.21
Payment(s) Received Since Last Statement	-\$215.21
Miscellaneous Credits	-\$1.71
Credit balance after payments and credits	-\$1.71
Current Month's Charges	\$24.95
Total Amount Due	\$23.24

An audit you can look forward to.

Schedule a FREE energy audit and one of our certified auditors will identify ways you can save energy and money.

tampaelectric.com/bizsave

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Our outage map is refreshed every five minutes.

We're in the heart of storm season. Report outages from our enhanced outage map and get the latest on outage information and restoration updates.

tampaelectric.com/outagemap



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008683908

Current month's charges:	\$24.95
Total amount due:	\$23.24
Payment Due By:	10/19/2022

Amount Enclosed

\$

676075046829

00000765 02 AB 0.49 33607 FTECO10928222495910 00000 04 01000000 003 04 21152 006

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

OCT 04 2022

6760750468292210086839080000000023249

Account: 221008683908
Statement Date: 09/28/2022
Current month's charges due 10/19/2022

Details of Charges – Service from 08/23/2022 to 09/22/2022

Service for: 12373 CARL LOOP, PUMP, DADE CITY, FL 33525-6051

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000871451	09/22/2022	11		2		9 kWh	1	31 Days

Daily Basic Service Charge	31 days @ \$0.75000	\$23.25
Energy Charge	9 kWh @ \$0.07089/kWh	\$0.64
Fuel Charge	9 kWh @ \$0.04126/kWh	\$0.37
Storm Protection Charge	9 kWh @ \$0.00315/kWh	\$0.03
Clean Energy Transition Mechanism	9 kWh @ \$0.00402/kWh	\$0.04
Florida Gross Receipt Tax		\$0.62

Electric Service Cost

\$24.95

Total Current Month's Charges

\$24.95

Miscellaneous Credits

Sales Tax Credit

-\$1.71

Total Current Month's Credits

-\$1.71

Tampa Electric Usage History

Kilowatt-Hours Per Day
(Average)



00000765-0001651-Page 3 of 12





ACCOUNT INVOICE

tampaelectric.com



Statement Date: 09/28/2022

Account: 221008717680

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
12142 FARRIER DR, LFT STAT
DADE CITY, FL 33525

Current month's charges:	\$333.26
Total amount due:	\$333.26
Payment Due By:	10/19/2022

Your Account Summary

Previous Amount Due	\$0.00
Payment(s) Received Since Last Statement	\$0.00
Current Month's Charges	\$333.26
Total Amount Due	\$333.26

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Schedule a FREE energy audit and one of our certified auditors will identify ways you can save energy *and* money.

tampaelectric.com/bizsave

Amount not paid by due date may be assessed a late payment charge and an additional deposit.

Our outage map is refreshed every five minutes.

We're in the heart of storm season. Report outages from our enhanced outage map and get the latest on outage information and restoration updates.

tampaelectric.com/outagemap



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008717680

Current month's charges:	\$333.26
Total amount due:	\$333.26
Payment Due By:	10/19/2022

Amount Enclosed

\$

676075046831



HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6760750468312210087176800000000333268

Account: 221008717680
Statement Date: 09/28/2022
Current month's charges due 10/19/2022

Details of Charges – Service from 09/01/2022 to 09/22/2022

Service for: 12142 FARRIER DR, LFT STAT, DADE CITY, FL 33525

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000809852	09/22/2022	0		0		0 kWh	1	22 Days
Daily Basic Service Charge						22 days @ \$0.75000		
Florida Gross Receipt Tax						\$0.42		
Electric Service Cost						\$16.92		
Franchise Fee						\$1.11		
Municipal Public Service Tax						\$1.80		
State Tax						\$1.43		
Total Electric Cost, Local Fees and Taxes							\$21.26	
Other Fees and Charges								
Electric Security Deposit						\$200.00		
Elec Connection Chrg Initial						\$112.00		
Total Other Fees and Charges							\$312.00	
Total Current Month's Charges							\$333.26	

Tampa Electric Usage History

Kilowatt-Hours Per Day
(Average)

SEP 2022 0

Important Messages

Welcome to Tampa Electric!

Please visit tampaelectric.com/rates for information about your electric rates and charges.

Prorated Bill

Some charges have been prorated where required to reflect a longer or shorter than normal billing period.





ACCOUNT INVOICE

tampaelectric.com



Statement Date: 09/28/2022

Account: 221008717698

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
12433 HILLTOP FARMS DR, LFT STAT
DADE CITY, FL 33525

Current month's charges:	\$333.26
Total amount due:	\$333.26
Payment Due By:	10/19/2022

Your Account Summary

Previous Amount Due	\$0.00
Payment(s) Received Since Last Statement	\$0.00
Current Month's Charges	\$333.26
Total Amount Due	\$333.26

An audit you can look forward to.

Schedule a FREE energy audit and one of our certified auditors will identify ways you can save energy and money.

tampaelectric.com/bizsave

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tampaelectric.com/outagemap



To ensure prompt credit, please return stub portion of this bill with your payment. Make checks payable to TECO.



WAYS TO PAY YOUR BILL



See reverse side for more information

Account: 221008717698

Current month's charges:	\$333.26
Total amount due:	\$333.26
Payment Due By:	10/19/2022

Amount Enclosed \$

676075046832



HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
2005 PAN AM CIR, STE 300
TAMPA, FL 33607-6008

MAIL PAYMENT TO:
TECO
P.O. BOX 31318
TAMPA, FL 33631-3318

6760750468322210087176980000000333268

Account: 221008717698
Statement Date: 09/28/2022
Current month's charges due 10/19/2022

Details of Charges – Service from 09/01/2022 to 09/22/2022

Service for: 12433 HILLTOP FARMS DR, LFT STAT, DADE CITY, FL 33525

Rate Schedule: General Service - Non Demand

Meter Number	Read Date	Current Reading	-	Previous Reading	=	Total Used	Multiplier	Billing Period
1000809854	09/22/2022	0		0		0 kWh	1	22 Days
Daily Basic Service Charge						22 days @ \$0.75000		
Florida Gross Receipt Tax								
Electric Service Cost						\$16.92		
Franchise Fee						\$1.11		
Municipal Public Service Tax						\$1.80		
State Tax						\$1.43		
Total Electric Cost, Local Fees and Taxes							\$21.26	
Other Fees and Charges								
Electric Security Deposit						\$200.00		
Elec Connection Chrg Initial						\$112.00		
Total Other Fees and Charges							\$312.00	
Total Current Month's Charges							\$333.26	

Tampa Electric Usage History

Kilowatt-Hours Per Day
(Average)

SEP 2022 0

Important Messages

Welcome to Tampa Electric!

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Prorated Bill

Some charges have been prorated where required to reflect a longer or shorter than normal billing period.



Florida Department of Economic Opportunity, Special District Accountability Program
FY 2022/2023 Special District Fee Invoice and Update Form
 Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 87509			Date Invoiced: 10/03/2022
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/02/2022: \$175.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



**FLORIDA DEPARTMENT of
ECONOMIC OPPORTUNITY**

Hilltop Point Community Development District
 Mr. Brian K. Lamb
 Inframark LLC
 2005 Pan Am Circle, Suite 300
 Tampa, FL 33607

2. Telephone: (813) 397-5121
3. Fax: (813) 873-7070 *inframark.com*
4. Email: brian.lamb@inframark.com
5. Status: Independent
6. Governing Body: Elected
7. Website Address: hilltoppointcdd.com
8. County(ies): Pasco
9. Function(s): Community Development
10. Boundary Map on File: 04/28/2022
11. Creation Document on File: 01/12/2022
12. Date Established: 01/11/2022
13. Creation Method: Local Ordinance
14. Local Governing Authority: City of Dade City
15. Creation Document(s): City Ordinances 2021-25 and 2022-12
16. Statutory Authority: Chapter 190, Florida Statutes
17. Authority to Issue Bonds: Yes
18. Revenue Source(s): Assessments
19. Most Recent Update: 05/19/2022

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature:  Date 10/6/22

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

- 1.____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
- 2.____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
- 3.____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2020/2021 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved:____ Denied:____ Reason:_____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.



Hilltop Point CDD
c/o Meritus
2005 Pan Am Circle, Ste 300
Tampa, FL 33607

INVOICE

Customer	Hilltop Point CDD
Acct #	1277
Date	09/23/2022
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information	
Invoice Summary	\$ 5,000.00
Payment Amount	
Payment for:	Invoice#17233
100122957	

Thank You

Please detach and return with payment



Customer: Hilltop Point CDD

Invoice	Effective	Transaction	Description	Amount
17233	10/01/2022	New business	Policy #100122957 10/01/2022-10/01/2023 Florida Insurance Alliance Package - New business Due Date: 9/23/2022 <i>Gen = \$ 2750⁰⁰</i> <i>Pub = \$ 2250⁰⁰</i>	5,000.00
				Total
				\$ 5,000.00

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 Atlanta, GA 30374-8555	sclimer@egisadvisors.com	09/23/2022

Hilltop Point CDD

MEETING DATE: October 21, 2022

DMS Staff Signature _____

BRYAN KAYL277

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Betty Valenti	✓	Salary Waived	\$0
Keith Malcuit		Salary Waived	\$0
Lee Thompson	✓	Salary Accepted	\$200
John Blakley	✓	Salary Accepted	\$200
MELISSA WOOD	✓	Salary Waived	\$0

JB 102122

Hilltop Point CDD

MEETING DATE: October 21, 2022

DMS Staff Signature _____

BRYAN KAYL272

SUPERVISORS	CHECK IF IN ATTENDANCE	STATUS	PAYMENT AMOUNT
Betty Valenti	✓	Salary Waived	\$0
Keith Malcuit		Salary Waived	\$0
Lee Thompson	✓	Salary Accepted	\$200
John Blakley	✓	Salary Accepted	\$200
MELISSA WOOD	✓	Salary Waived	\$0

LT 102122



tampabay.com

Times Publishing Company

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

Fed Tax ID 59-0482470

ADVERTISING INVOICE

Advertising Run Dates	Advertiser Name	
10/ 9/22	HILLTOP CDD	
Billing Date	Sales Rep	Customer Account
10/09/2022	Deirdre Bonett	320570
Total Amount Due	Ad Number	
\$205.00	0000250342	

PAYMENT DUE UPON RECEIPT

Start	Stop	Ad Number	Product	Placement	Description PO Number	Ins.	Size	Net Amount
10/09/22	10/09/22	0000250342	Times	Legals CLS	Meeting Schedule	1	2x59 L	\$203.00
10/09/22	10/09/22	0000250342	Tampabay.com	Legals CLS	Meeting Schedule	1	2x59 L	\$0.00
					AffidavitMaterial			\$2.00

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



tampabay.com

DEPT 3396

PO BOX 123396

DALLAS, TX 75312-3396

Toll Free Phone: 1 (877) 321-7355

ADVERTISING INVOICE

Thank you for your business.

Advertising Run Dates	Advertiser Name	
10/ 9/22	HILLTOP CDD	
Billing Date	Sales Rep	Customer Account
10/09/2022	Deirdre Bonett	320570
Total Amount Due	Ad Number	
\$205.00	0000250342	

Received

DO NOT SEND CASH BY MAIL

PLEASE MAKE CHECK PAYABLE TO:

TIMES PUBLISHING COMPANY

OCT 17 2022

REMIT TO:

HILLTOP CDD
C/O MERITUS
2005 PAN AM CIRCLE, SUITE 300
TAMPA, FL 33607

Times Publishing Company
DEPT 3396
PO BOX 123396
DALLAS, TX 75312-3396

Hilltop Point Community Development District

Financial Statements
(Unaudited)

Period Ending
October 31, 2022

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607
Phone (813) 873-7300 ~ Fax (813) 873-7070

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT

Balance Sheet

As of October 31, 2022

(In Whole Numbers)

ACCOUNT DESCRIPTION	SERIES 2022-1		SERIES 2022-2		TOTAL
	GENERAL FUND	CAPITAL PROJECT FUND	CAPITAL PROJECT FUND		
ASSETS					
Cash - Operating Account	\$ 723	\$ -	\$ -	\$ -	723
Investments:					
Capitalized Interest Account	-	1	7		8
TOTAL ASSETS	\$ 723	\$ 1	\$ 7	\$ 7	731
LIABILITIES					
Accounts Payable	\$ 16,723	\$ -	\$ -	\$ -	16,723
TOTAL LIABILITIES	16,723	-	-	-	16,723
FUND BALANCES					
Restricted for:					
Capital Projects	-	1	7		8
Unassigned:	(16,000)	-	-		(16,000)
TOTAL FUND BALANCES	(16,000)	1	7		(15,992)
TOTAL LIABILITIES & FUND BALANCES	\$ 723	\$ 1	\$ 7	\$ 7	731

ERROR MESSAGE! - THIS REPORT CONTAINS A FORMULA ERROR**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES				
Special Assmnts- CDD Collected	\$ 310,575	\$ -	\$ (310,575)	0.00%
TOTAL REVENUES	310,575	-	(310,575)	0.00%

EXPENDITURES**Administration**

Supervisor Fees	-	400	(400)	0.00%
ProfServ-Dissemination Agent	1,250	-	1,250	0.00%
ProfServ-Recording Secretary	1,600	200	1,400	12.50%
District Counsel	9,500	-	9,500	0.00%
District Engineer	9,500	-	9,500	0.00%
Administrative Services	3,000	375	2,625	12.50%
Management & Accounting Services	4,000	-	4,000	0.00%
District Manager	16,667	2,083	14,584	12.50%
Accounting Services	9,500	750	8,750	7.89%
Website Compliance	1,800	-	1,800	0.00%
Postage, Phone, Faxes, Copies	500	3	497	0.60%
Rentals & Leases	500	50	450	10.00%
Public Officials Insurance	2,500	-	2,500	0.00%
Legal Advertising	3,500	205	3,295	5.86%
Bank Fees	200	22	178	11.00%
Financial & Revenue Collections	2,333	100	2,233	4.29%
Website Administration	1,600	100	1,500	6.25%
Information Technology	400	50	350	12.50%
Miscellaneous Expenses	250	-	250	0.00%
Office Supplies	100	-	100	0.00%
Dues, Licenses, Subscriptions	175	175	-	100.00%
Total Administration	68,875	4,513	64,362	6.55%

Electric Utility Services

Electricity - Utility Ops	1,500	80	1,420	5.33%
Electricity - Streetlights	30,000	-	30,000	0.00%
Total Electric Utility Services	31,500	80	31,420	0.25%

Stormwater Control

R&M-Boundary Walls/Fences/Monuments	15,000	-	15,000	0.00%
Landscape- Storm Clean Up & Tree Removal	5,000	-	5,000	0.00%
Aquatic Maintenance	7,500	-	7,500	0.00%
Total Stormwater Control	27,500	-	27,500	0.00%

Other Physical Environment

ERROR MESSAGE! - THIS REPORT CONTAINS A FORMULA ERROR**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending October 31, 2022

General Fund (001)

(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Insurance - General Liability	3,200	-	3,200	0.00%
Insurance -Property & Casualty	12,500	-	12,500	0.00%
Landscape - Annuals	7,500	-	7,500	0.00%
Landscape - Mulch	7,500	-	7,500	0.00%
Landscape Maintenance	130,000	3,783	126,217	2.91%
Plant Replacement Program	5,000	-	5,000	0.00%
Irrigation Maintenance	6,000	-	6,000	0.00%
Entry & Walls Maintenance	1,500	-	1,500	0.00%
Miscellaneous Services	1,000	-	1,000	0.00%
Total Other Physical Environment	174,200	3,783	170,417	2.17%
<u>Parks and Recreations</u>				
Field Services	4,500	-	4,500	0.00%
Dog Waste Station Service & Supplies	1,500	-	1,500	0.00%
Total Parks and Recreations	6,000	-	6,000	0.00%
TOTAL EXPENDITURES	308,075	8,376	299,699	2.72%
Excess (deficiency) of revenues				
Over (under) expenditures	2,500	(8,376)	(10,876)	-335.04%
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	2,500	-	(2,500)	0.00%
TOTAL FINANCING SOURCES (USES)	2,500	-	(2,500)	0.00%
Net change in fund balance	\$ 2,500	\$ (8,376)	\$ (15,876)	-335.04%
FUND BALANCE, BEGINNING (OCT 1, 2022)	(7,624)	(7,624)		
FUND BALANCE, ENDING	\$ (5,124)	\$ (16,000)		

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022
Series 2022-1 Debt Service Fund (201)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 1	\$ 1	0.00%
Special Assmnts- CDD Collected	335,318	-	(335,318)	0.00%
TOTAL REVENUES	335,318	1	(335,317)	0.00%
<u>EXPENDITURES</u>				
<u>Debt Service</u>				
Principal Debt Retirement	131,021	-	131,021	0.00%
Interest Expense	204,297	-	204,297	0.00%
Total Debt Service	335,318	-	335,318	0.00%
TOTAL EXPENDITURES	335,318	-	335,318	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	1	1	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Operating Transfers-Out	-	(1)	(1)	0.00%
TOTAL FINANCING SOURCES (USES)	-	(1)	(1)	0.00%
Net change in fund balance	\$ -	\$ -	\$ -	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	-		
FUND BALANCE, ENDING	\$ -	\$ -		

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022
Series 2022-1 Capital Project Fund (301)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
TOTAL REVENUES	-	-	-	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues				
Over (under) expenditures	-	-	-	0.00%
<u>OTHER FINANCING SOURCES (USES)</u>				
Interfund Transfer - In	-	1	1	0.00%
TOTAL FINANCING SOURCES (USES)	-	1	1	0.00%
Net change in fund balance	\$ -	\$ 1	\$ 1	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	-		
FUND BALANCE, ENDING	\$ -	\$ 1		

HILLTOP POINT COMMUNITY DEVELOPMENT DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2022
Series 2022-2 Capital Project Fund (302)
(In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
Interest - Investments	\$ -	\$ 7	\$ 7	0.00%
TOTAL REVENUES	-	7	7	0.00%
<u>EXPENDITURES</u>				
TOTAL EXPENDITURES	-	-	-	0.00%
Excess (deficiency) of revenues Over (under) expenditures	-	7	7	0.00%
Net change in fund balance	\$ -	\$ 7	\$ 7	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2022)	-	-		
FUND BALANCE, ENDING	\$ -	\$ 7		

HILLTOP POINT CDD

Bank Reconciliation

Bank Account No. 4088 TRUIST- GF OPERATING
Statement No. 10-22
Statement Date 10/31/2022

G/L Balance (LCY)	723.46	Statement Balance	978.46
G/L Balance	723.46	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	978.46
Subtotal	723.46	Outstanding Checks	255.00
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	723.46	Ending Balance	723.46
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Checks						
10/1/2022		JE000020	Outstanding check# 1032; Erin McCormick	2,520.00	2,520.00	0.00
10/20/2022	Payment	1036	DEPARTMENT OF ECONOMIC	175.00	175.00	0.00
10/21/2022		JE000021	Service Charges - Prior Period	22.11	22.11	0.00
10/24/2022	Payment	1038	TAMPA ELECTRIC	689.76	689.76	0.00
Total Checks				3,406.87	3,406.87	0.00
Deposits						
9/30/2022		JE000018	Reclass beg bal to bank card	G/L 4,385.33	4,385.33	0.00
Total Deposits				4,385.33	4,385.33	0.00
Outstanding Checks						
10/1/2022		JE000019	Outstanding check# 1013; Ballantrae	50.00	0.00	50.00
10/24/2022	Payment	1037	TAMPA BAY TIMES	205.00	0.00	205.00
Total Outstanding Checks.....				255.00		255.00